

- 9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a LoadPoint or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

9.4 **SS7 Advanced Intelligent Network (AIN) Access**

- 9.4.1 When technically feasible and upon request by LoadPoint, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with LoadPoint's SS7 network to exchange TCAP queries and responses with a LoadPoint SCP.
- 9.4.2 SS7 AIN Access shall provide LoadPoint SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and LoadPoint SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the LoadPoint SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
- 9.4.3 **Interface Requirements**
- 9.4.3.1 BellSouth shall provide the following STP options to connect LoadPoint or LoadPoint-designated local switching systems to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from LoadPoint local switching systems; and,
- 9.4.3.1.2 A B-link interface from LoadPoint local STPs.
- 9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.
- 9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.4 Message Screening
 - 9.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from LoadPoint local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the LoadPoint switching system has a valid signaling relationship.
 - 9.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from LoadPoint local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the LoadPoint switching system has a valid signaling relationship.
 - 9.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from LoadPoint from any signaling point or network interconnected through BellSouth's SS7 network where the LoadPoint SCP has a valid signaling relationship.

9.5 **Service Control Points/Databases**

- 9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 9.5.3 Technical Requirements for SCPs/Databases
 - 9.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
 - 9.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
 - 9.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.6 **Local Number Portability Database**

- 9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 **SS7 Network Interconnection**

- 9.7.1 SS7 Network Interconnection is the interconnection of LoadPoint local signaling transfer point switches or LoadPoint local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, LoadPoint local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and LoadPoint or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.3 If traffic is routed based on dialed or translated digits between a LoadPoint local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the LoadPoint local signaling transfer point switches and BellSouth or other third-party local switch.
- 9.7.4 SS7 Network Interconnection shall provide:
- 9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a LoadPoint local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of LoadPoint local STPs, and shall not include SCCP Subsystem Management of the destination.

- 9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 9.7.9 **Interface Requirements**
 - 9.7.9.1 The following SS7 Network Interconnection interface options are available to connect LoadPoint or LoadPoint-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 9.7.9.1.1 A-link interface from LoadPoint local or tandem switching systems; and
 - 9.7.9.1.2 B-link interface from LoadPoint STPs.
 - 9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
 - 9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
 - 9.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
 - 9.7.9.5 BellSouth shall set message screening parameters to accept messages from LoadPoint local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the LoadPoint switching system has a valid signaling relationship.
- 10 Operator Service and Directory Assistance**
 - 10.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.
 - 10.2 Upon request for BellSouth Operator Services, BellSouth shall:

- 10.2.1 Process 0+ and 0- dialed local calls.
- 10.2.2 Process 0+ and 0- intraLATA toll calls.
- 10.2.3 Process calls that are billed to LoadPoint end user's calling card that can be validated by BellSouth.
- 10.2.4 Process person-to-person calls.
- 10.2.5 Process collect calls.
- 10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.
- 10.2.7 Process station-to-station calls.
- 10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 10.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 10.2.10 Process operator-assisted directory assistance calls.
- 10.2.11 Adhere to equal access requirements, providing LoadPoint local end users the same IXC access as provided to BellSouth end users.
- 10.2.12 Exercise at least the same level of fraud control in providing Operator Service to LoadPoint that BellSouth provides for its own operator service.
- 10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.14 Direct customer account and other similar inquiries to the customer service center designated by LoadPoint.
- 10.2.15 Provide call records to LoadPoint in accordance with ODUF standards specified in Attachment 8.
- 10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 10.3 **Directory Assistance Service**
- 10.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by LoadPoint's end user, BellSouth shall provide caller-

optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3.3 Directory Assistance Service Updates

10.3.3.1 BellSouth shall update end user listings changes daily. These changes include:

10.3.3.1.1 New end user connections

10.3.3.1.2 End user disconnections

10.3.3.1.3 End user address changes

10.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4 Branding for Operator Call Processing and Directory Assistance

10.4.1 BellSouth's branding feature provides a definable announcement to LoadPoint end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows LoadPoint to have its calls custom branded with LoadPoint's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three (3) service levels of branding to LoadPoint when ordering BellSouth's DA and OCP.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

10.4.3 Where LoadPoint resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route LoadPoint's end user calls to that provider through Selective Carrier Routing.

10.4.4 For Use with an Unbundled Port

10.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for LoadPoint to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

10.4.4.2 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

10.4.4.3 Where available, LoadPoint specific and unique line class codes are programmed in each BellSouth end office switch where LoadPoint intends to serve end users with customized OS/DA branding. The line class codes specifically identify

LoadPoint's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and LoadPoint intends to provide LoadPoint-branded OS/DA to its end users in these multiple rate areas.

- 10.4.4.4 BellSouth Branding is the Default Service Level.
- 10.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require LoadPoint to order dedicated trunking from each BellSouth end office identified by LoadPoint, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the LoadPoint Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.4.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by LoadPoint to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 10.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for DA, OCP or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, LoadPoint shall not be required to purchase dedicated trunking.
- 10.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, LoadPoint must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, LoadPoint must submit a manual order form which requires, among other things, LoadPoint's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. LoadPoint shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon LoadPoint's purchase of Unbranding or Custom Branding using OLNS software

for any particular TOPS, all LoadPoint end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

- 10.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for DA and for OCP are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill LoadPoint applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, LoadPoint shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's DA and OCP platforms as set forth in this Attachment. Further, where LoadPoint is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.5 For Facilities Based Carriers

- 10.4.5.1 All Service Levels require LoadPoint to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

- 10.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which LoadPoint requires service.

- 10.4.5.3 DA customized branding uses:

- 10.4.5.3.1 the recording of LoadPoint;

- 10.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

- 10.4.5.4 OCP customized branding uses:

- 10.4.5.4.1 the recording of LoadPoint;

- 10.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

- 10.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the NAV.

10.5 Directory Assistance Database Service (DADS)

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to LoadPoint end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). LoadPoint agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or

tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, LoadPoint agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide LoadPoint with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from LoadPoint to prepare the Base File.

10.5.3 BellSouth will provide updates on either a daily or weekly basis reflecting all listing change activity occurring since LoadPoint's previous update. Delivery of updates will commence immediately after LoadPoint receives the Base File. Updates will be provided via magnetic tape unless BellSouth and LoadPoint mutually develop CONNECT: Direct™ electronic connectivity. LoadPoint will pay all costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

10.5.4 LoadPoint authorizes the inclusion of LoadPoint Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide LoadPoint's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. DADAS will also provide LoadPoint with the ability to search all available subscriber listings in BellSouth's out-of-region listing database. Subscription to DADAS will allow LoadPoint to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

11 **Automatic Location Identification/Data Management System (ALI/DMS)**

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 **Technical Requirements**

- 11.2.1 BellSouth shall provide LoadPoint a data link to the ALI/DMS database or permit LoadPoint to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to LoadPoint after LoadPoint inputs end user information into the ALI/DMS database. Alternately, LoadPoint may request that BellSouth enter LoadPoint's end user information into the database, and validate end user information.
- 11.2.2 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless LoadPoint requests otherwise and shall be updated if LoadPoint requests, provided LoadPoint supplies BellSouth with the updates.
- 11.2.3 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 11.2.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 11.3 Interface Requirements
 - 11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for LoadPoint end users shall meet industry standards.
- 12 **Calling Name (CNAM) Database Service**
 - 12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides LoadPoint the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
 - 12.2 LoadPoint shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to LoadPoint's access to BellSouth's CNAM Database Services and shall be addressed to LoadPoint's Account Manager.
 - 12.3 BellSouth's provision of CNAM Database Services to LoadPoint requires interconnection from LoadPoint to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.
 - 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, LoadPoint shall provide its own CNAM SSP. LoadPoint's CNAM SSPs must be

compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

- 12.5 If LoadPoint elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that LoadPoint desires to query.
- 12.6 If LoadPoint queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.
- 12.7 The mechanism to be used by LoadPoint for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by LoadPoint in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of LoadPoint to provide accurate information to BellSouth on a current basis.
- 12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 LoadPoint CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.
- 13 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide LoadPoint the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

- 13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to LoadPoint. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 13.3 BellSouth SCP shall partition and protect LoadPoint service logic and data from unauthorized access.
- 13.4 When LoadPoint selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable LoadPoint to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.5 LoadPoint access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.6 BellSouth shall allow LoadPoint to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Basic 911 and E911

- 14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 14.2 Basic 911 Service Provisioning. BellSouth will provide to LoadPoint a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. LoadPoint will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. LoadPoint will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, LoadPoint will be required to begin using E911 procedures.
- 14.3 E911 Service Provisioning. LoadPoint shall install a minimum of two dedicated trunks originating from the LoadPoint serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. LoadPoint will be required to provide BellSouth daily updates to the E911 database. LoadPoint will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem

homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, LoadPoint will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point (PSAP). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. LoadPoint shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on LoadPoint beyond applicable charges for BellSouth trunking arrangements.
- 14.5 Basic 911 and E911 functions provided to LoadPoint shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

15 Operational Support Systems (OSS)

- 15.1 BellSouth has developed and made available the following electronic interfaces by which LoadPoint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

- 15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit B of this Attachment.
- 15.3 Denial/Restoral OSS Charge
 - 15.3.1 In the event LoadPoint provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.
- 15.4 Cancellation OSS Charge
 - 15.4.1 LoadPoint will incur an OSS charge for an accepted LSR that is later canceled.
 - 15.4.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

15.5 Network Elements and Other Services Manual Additive

- 15.5.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed in Exhibit B.

EXHIBIT A**LINE INFORMATION DATA BASE (LIDB)****FACILITIES BASED STORAGE AGREEMENT****I. Definitions**

- A. Billing number - a number that LoadPoint creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number that identifies a telephone line administered by LoadPoint.
- C. Special billing number - a ten-digit number that identifies a billing account established by LoadPoint.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by LoadPoint that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by LoadPoint.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by LoadPoint.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of LoadPoint and pursuant to which BellSouth, its LIDB customers and LoadPoint shall have access to such information. In addition, this Agreement sets forth the terms and conditions for LoadPoint's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. LoadPoint understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of LoadPoint, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to LoadPoint's account team to activate

this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether LoadPoint has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify LoadPoint of fraud alerts so that LoadPoint may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by LoadPoint pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to LoadPoint for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate LoadPoint's data from BellSouth's data, the following terms and conditions shall apply:

- 1. LoadPoint will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for LoadPoint's End User accounts which are resident in LIDB pursuant to this Agreement. LoadPoint authorizes BellSouth to**

place such charges on LoadPoint's bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.

2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. LoadPoint shall have the responsibility to render a billing statement to its End Users for these charges, but LoadPoint shall pay BellSouth for the charges billed regardless of whether LoadPoint collects from LoadPoint's End Users.
4. BellSouth shall have no obligation to become involved in any disputes between LoadPoint and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to LoadPoint. It shall be the responsibility of LoadPoint and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. LoadPoint will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of LoadPoint. BellSouth will not issue line-based calling cards in the name of LoadPoint's individual End Users. In the event that LoadPoint wants to include calling card numbers assigned by LoadPoint in the BellSouth LIDB, a separate agreement is required.

V. Fees for Service and Taxes

- A. LoadPoint will not be charged a fee for storage services provided by BellSouth to LoadPoint, as described in this LIDB Facilities Based Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by LoadPoint in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2		Exhibit:		
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone Im	BCS	USOC	RATES(\$)				Svc Order Submit Manual per LSR	Svc Order Submit Manual per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect						SOME	SOMAN	SOMAN	SOMAN	
							First	Add'l	First										Add'l
		Sub-Loop Feeder - Per 4W Copper Loop - Zone 3	3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53									
		Order Coordination For Specified Conversion Time, per LSR		UCL	OCOSL		34.29												
		Sub-Loop Feeder - Per 4W 19.2 Kbps Digital Grade Loop	1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91									
		Sub-Loop Feeder - Per 4W 19.2 Kbps Digital Grade Loop	2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91									
		Sub-Loop Feeder - Per 4W 19.2 Kbps Digital Grade Loop	3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91									
		Sub-Loop Feeder - Per 4W 56 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91									
		Sub-Loop Feeder - Per 4W 56 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91									
		Sub-Loop Feeder - Per 4W 56 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91									
		Order Coordination For Specified Time Conversion, per LSR		UDL	OCOSL		34.29												
		Sub-Loop Feeder - Per 4W 64 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFPP	26.06	116.00	40.62	106.82	18.91									
		Sub-Loop Feeder - Per 4W 64 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFPP	34.03	116.00	40.62	106.82	18.91									
		Sub-Loop Feeder - Per 4W 64 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFPP	44.50	116.00	40.62	106.82	18.91									
		Order Coordination For Specified Conversion Time, per LSR		UDL	OCOSL		34.29												
SUB-LOOPS																			
		Sub-Loop Feeder																	
		Sub Loop Feeder - DS3 - Per Mile Per Month		UE3	1LSL	14.11													
		Sub Loop Feeder - DS3 - Facility Termination Per Month		UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31									
		Sub Loop Feeder - STS-1 - Per Mile Per Month		UDLSX	1LSL	14.11													
		Sub Loop Feeder - STS-1 - Facility Termination Per Month		UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31									
		Sub Loop Feeder - OC-3 - Per Mile Per Month		UDLO3	1LSL	10.71													
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month		UDLO3	USBF5	56.64													
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month		UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31									
		Sub Loop Feeder - OC-12 - Per Mile Per Month		UDL12	1LSL	13.18													
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month		UDL12	USBF6	639.98													
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month		UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31									
		Sub Loop Feeder - OC-48 - Per Mile Per Month		UDL48	1LSL	43.22													
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month		UDL48	USBF9	320.36													
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month		UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31									
		Sub Loop Feeder - OC-12 Interface On OC-48		UDL48	USBF8	361.44	789.41	407.68	165.17	501.31									
UNBUNDLED LOOP CONCENTRATION																			
		Loop Channelization System		UIC	ULCCS	307.07	307.34	74.37	4.18										
		CO Channel Interface - 2W VG		UIC	ULCC2	1.20	9.57	9.52	8.66	8.60									
		Unbundled Loop Concentration - System A (TR008)		UIC	UCTBA	500.18	613.60	613.60											
		Unbundled Loop Concentration - System B (TR008)		UIC	UCTB8	54.82	255.67	255.67											
		Unbundled Loop Concentration - System A (TR303)		UIC	UCT3A	539.00	613.60	613.60											
		Unbundled Loop Concentration - System B (TR303)		UIC	UCTB8	92.37	255.67	255.67											
		Unbundled Loop Concentration - DS1 Loop Interface Card		UDN	UCTCO	6.23	74.39	53.07	30.23	8.46									
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)		UDN	ULCC1	8.46	8.69	8.65	9.71	9.65									
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)		UDC	ULCCU	8.46	8.69	8.65	9.71	9.65									
		Unbundled Loop Concentration - 2W Voice-Loop Start or Ground Start		UEA	ULCC2	2.32	8.69	8.65	9.71	9.65									
		Loop Interface (POTS Card)		UEA	ULCCR	12.45	8.69	8.65	9.71	9.65									
		Unbundled Loop Concentration - 4W Voice Loop Interface (Specials Card)		UEA	ULCC4	7.53	8.69	8.65	9.71	9.65									
		Unbundled Loop Concentration - TEST CIRCUIT Card		UIC	UCTTC	35.77	8.69	8.65	9.71	9.65									
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface		UDL	ULCC7	11.03	8.69	8.65	9.71	9.65									
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface		UDL	ULCC5	11.03	8.69	8.65	9.71	9.65									
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface		UDL	ULCC6	11.03	8.69	8.65	9.71	9.65									
UNE OTHER,		PROVISIONING ONLY - NO RATE		UENTW	UNDBX														
		NID - Dispatch and Service Order for NID installation		UENTW	UENCE														
		UNITW Circuit Id Establishment, Provisioning Only - No Rate		UEANLUEFUEQU															
		Unbundled Contract Name, Provisioning Only - No Rate		ENTW	UNEEN														
UNE OTHER,		PROVISIONING ONLY - NO RATE																	
		Unbundled Contract Name, Provisioning Only - no rate		UALUCLUDC, UDLUDNUEA, UHLULC															
		Unbundled Sub-Loop Feeder-2W Cross Box Jumper - no rate		UNEEN		0.00	0.00												
		Unbundled Sub-Loop Feeder-4W Cross Box Jumper - no rate		UEA,UDN, UCL,UDC	USBFQ	0.00	0.00												
		Unbundled DS1 Loop - Superframe Format Option - no rate		UEA,USL, UCL,UDL	USBFR	0.00	0.00												
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate		USL	CCOSE	0.00	0.00												
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate		USL	CCOEF	0.00	0.00												

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B		
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Electronically per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECSOMAN	SOMAN	SOMAN	SOMAN
		CALLING NAME (CNAM) SERVICE												
		CNAM for DB Owners, Per Query		OOV		0.01								
		CNAM for Non DB Owners, Per Query		OOV		0.01								
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)		OOV	CDDCH		595.00	595.00				20.35	20.35	13.28
		OPERATOR CALL PROCESSING												
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20								
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24								
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20								
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20								
		INWARD OPERATOR SERVICES												
		Inward Operator Services - Verification, Per Call				1.00								
		Inward Operator Services - Verification and Emergency Interrupt - Per Call				1.95								
		BRANDING - OPERATOR CALL PROCESSING												
		Recording of Custom Branded OA Announcement			CBAOS		7,000.00	7,000.00				19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shell/NAV			CBAOL		500.00	500.00				19.99	19.99	
		Unbranding via OLNS for UNEP GLEC												
		Loading of OA per OCN (Regional)					1,200.00	1,200.00						
		DIRECTORY ASSISTANCE SERVICES												
		DIRECTORY ASSISTANCE ACCESS SERVICE												
		Directory Assistance Access Service Calls, Charge Per Call				0.2286787								
		DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)												
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.0364771								
		DIRECTORY TRANSPORT												
		SWA Common Transport per Directory Assistance Access Service Call				0.000271								
		SWA Common Transport per DA Access Service Call Mile				0.0000165								
		Access Tandem Switching per Directory Assistance Access Service Call				0.0001875								
		Directory Assistance Interconnection per DA Access Service Call				0.00								
		DIRECTORY ASSISTANCE SERVICES												
		DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)												
		Directory Assistance Data Base Service Charge Per Listing				0.04								
		Directory Assistance Data Base Service, per month			DBSOF	150.00								
		BRANDING - DIRECTORY ASSISTANCE												
		Facility Based GLEC		AMT			6,000.00	6,000.00						
		Recording and Provisioning of DA Custom Branded Announcement		AMT	CBADA		1,170.00	1,170.00						
		Loading of Custom Branded Announcement per DRAM Card/Switch			CBADC		1,170.00	1,170.00						
		UNEP GLEC					3,000.00	3,000.00						
		Recording of DA Custom Branded Announcement												
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN					1,170.00	1,170.00						
		Unbranding via OLNS for UNEP GLEC					420.00	420.00						
		Loading of DA per OCN (1 OCN per Order)					16.00	16.00						
		Loading of DA per Switch per OCN												
		SELECTIVE ROUTING					179.60	179.60				30.89	7.03	
		Selective Routing Per Unique Line Class Code Per Request Per Switch			USRCR									
		VIRTUAL COLLOCATION												
		Virtual Collocation - Application Cost		AMTFS	EAF		2,633.00	2,633.00						
		Virtual Collocation - Cable Installation Cost, per cable		AMTFS	ESPCX		1,749.00	1,749.00						
		Virtual Collocation - Floor Space, per sq. ft.		AMTFS	ESPVX	3.91								
		Virtual Collocation - Power, per breaker amp		AMTFS	ESPAX	6.79								
		Virtual Collocation - Cable Support Structure, per entrance cable		AMTFS	ESPSX	17.87								
		Virtual Collocation - 2W Cross Connects (loop)		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,AMTFS,UEA,UHL,UCL,UDL,AMTFS	UEAC2	0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67
		Virtual Collocation - 4W Cross Connects (loop)												1.41
		Virtual Collocation - 2-Fiber Cross Connects			UEAC4	0.57	11.81	10.04	10.44	8.67		2.07	2.81	0.67
		Virtual Collocation - 4-Fiber Cross Connects			CNC2F	3.03	41.56	29.82	12.96	10.34		2.69	2.69	1.56
		Virtual Collocation - DS1 Cross Connects			CNC4F	6.06	50.53	38.78	16.97	14.35		2.69	2.69	1.56
		Virtual Collocation - DS3 Cross Connects			CNC1X	1.32	32.22	17.76	10.46	8.75		2.07	2.81	0.67
		Virtual Collocation - DS3 Cross Connects			CNC3X	12.32	29.97	16.30	12.03	8.99		2.07	2.81	0.67
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot		AMTFS	VEICB	0.0031								

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone Im	BCS	USOC	RATES(\$)				Svc Order Submit ed Elec per LSR	Svc Order Submit ed Manuall y per LSR	Attachment: 2				Exhibit:	
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS RATES (\$)					
							First	Add'l	First			Add'l	SOMEK	SOMAN	SOMAN		SOMAN
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft		AMTFS	VE1CC	0.0045											
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable		AMTFS	VE1CD		555.03										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable		AMTFS	VEICE		555.03										
		Virtual collocation - Security Escort - Basic, per half hour		AMTFS	SPTBX		33.15	20.44									
		Virtual collocation - Security Escort - Overtime, per half hour		AMTFS	SPTOX		41.50	25.61									
		Virtual collocation - Security Escort - Premium, per half hour		AMTFS	SPTPX		49.86	30.79									
		Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	CTRLX		30.64	30.64									
		Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTOM		35.77	35.77									
		Virtual collocation - Maintenance in CO - Premium per half hour		AMTFS	SPTPM		40.90	40.90									
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W CrossConnect, Exchange Port 2W Analog-Res		UEPSR	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40		
		Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk - Bus		UEPSP	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40		
		Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk - Res		UEPSE	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40		
		Virtual Collocation 2W CrossConnect, Exchange Port 2W Analog Bus		UEPSB	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40		
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN		UEPSX	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40		
		Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN		UEPTX	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40		
		Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1		UEPEX	VE1R4	0.50	19.20	19.20				20.35	10.54	13.32	1.40		
VIRTUAL COLLOCATION																	
		Virtual Collocation-2W Cross Connects (Loop) for Line Splitting		UEPSR, UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66		19.99	19.99	19.99	19.99		
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment		SRC	SRCEC		391,788.00				15.69						
		End Office Establishment		SRC	SRCEO		320.53	320.53			15.69						
		Line/Port NRC, per end user		SRC	SRCLP		2.06	2.06									
		Query NRC, per query		SRC		0.000448											
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service-Service Establishment,Per State,Initial Setup		AIN	CAMSE		135.56	135.56				20.35	20.35	13.28	13.28		
		AIN SMS Access Service - Port Connection - Dial/Shared Access		AIN	CAMDP		41.75	41.75				20.35	20.35	13.28	13.28		
		AIN SMS Access Service - Port Connection - ISDN Access		AIN	CAMIP		41.75	41.75				20.35	20.35	13.28	13.28		
		AIN SMS Access Service - User Identification Codes - Per User ID Code		AIN	CAMAU		96.63	96.63				20.35	20.35	13.28	13.28		
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement		AIN	CAMRC		113.67	113.67				20.35	20.35	13.28	13.28		
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)				0.0024											
		AIN SMS Access Service - Session, Per Minute				0.0820123											
		AIN SMS Access Service - Company Performed Session, Per Minute				2.27											
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service-Service Establishment Charge,Per State,Initial Setup		CAM	BAPSC		132.04	132.04				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Training Session, Per Customer			BAPVX		7,915.00	7,915.00				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt			BAPTT		31.21	31.21				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay			BAPTD		31.21	31.21				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate			BAPTM		31.21	31.21				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP			BAPTO		85.24	85.24				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			BAPTC		85.24	85.24				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code			BAPTF		85.24	85.24				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Query Charge, Per Query				0.0211882											
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query				0.0054774											
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes				1.50											
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		CAM	BAPMS	17.43	33.52	33.52				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		CAM	BAPLS	0.1321116	36.23	36.23				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service		CAM	BAPDS	17.35	33.52	33.52				20.35	20.35	13.28	13.28		
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		CAM	BAPES	0.0511435	36.23	36.23				20.35	20.35	13.28	13.28		

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2				Exhibit: B	
CATE GORY	NOTE	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt Manual per LSR	Svc Order Submitt Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st			
		lim			Rec	Nonrecurring	Nonrecurring	Nonrecurring	SOME	SOMAN	SOMAN	SOMAN	SOMAN			
						First	Add'l	First	Add'l							
ENHANCED EXTENDED LINK (EELs)																
NOTE: New EELs available in TN. Use all rates below except Switch As Is Charge.																
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs. (Non-recurring rates do not apply.)																
NOTE: In TN, the EEL network elements apply to ordinarily combined network elements. (No Switch As Is Charge.)																
2-WIRE VG EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month		UNC1X	1L5XX	0.3562											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month		UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90							
	DS1 Channelization System Per Month		UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
	VG COCI - DS1 To DS0 Interface - Per Month		UNCVX	1D1VG	0.91	5.70	4.42									
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	VG COCI - DS1 to DS0 Channel System combination - per month		UNCVX	1D1VG	0.91	5.70	4.42									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC1X	UNCCO	52.73	52.73	24.62	9.12	9.12		20.35	21.09	9.80			
4-WIRE VG EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNC1X	1L5XX	0.3562											
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month		UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	9.80			
	Channelization - Channel System DS1 to DS0 combination Per Month		UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
	VG COCI - DS1 to DS0 Channel System combination - per month		UNCVX	1D1VG	0.91	5.70	4.42									
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	VG COCI - DS1 to DS0 Channel System combination - per month		UNCVX	1D1VG	0.91	5.70	4.42									
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC1X	UNCCO	52.73	52.73	24.62	9.12	9.12		20.35	21.09	9.80			
4-WIRE 56 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1	1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2	2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3	3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNC1X	1L5XX	0.3562											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month		UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	9.80			
	Channelization - Channel System DS1 to DS0 combination Per Month		UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
	OCU-DP COCI(data)-DS1 to DS0 Channel System-per month(2.4-64Kbps)		UNCDX	1D1DD	0.91	5.70	4.42									
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1	1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2	2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3	3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86		20.35	21.09	9.80			
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64Kbps)		UNCDX	1D1DD	0.91	5.70	4.42									

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B				
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone lim	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual y per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l								First
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month		UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS3 - Per Mile per month		UNC3X	1LSXX	2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month		UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC3X	UNCCG		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		ST51 DIGITAL EXTENDED LOOP WITH DEDICATED ST51 INTEROFFICE TRANSPORT (EEL)														
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month		UNC3X	1LSND	9.19										
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month		UNC3X	UDLS1	394.56	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month		UNC3X	1LSXX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month		UNC3X	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC3X	UNCCG		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)														
		First 2W ISDN Loop in a DS1 Interoffice Combination - Zone 1	1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2W ISDN Loop in a DS1 Interoffice Combination - Zone 2	2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2W ISDN Loop in a DS1 Interoffice Combination - Zone 3	3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile		UNCIX	1LSXX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month		UNCIX	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination - per month		UNCIX	MO1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
		2W ISDN COC(BRITE)-DS1 to DS0 Channel System combination-per mo		UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
		Add'l 2W ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1	1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Add'l 2W ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2	2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Add'l 2W ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3	3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile		UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month		UNCIX	UNCCG		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCIX	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)														
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1	1	UNCIX	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2	2	UNCIX	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3	3	UNCIX	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month		UNCIX	1LSXX	2.34										
		Interoffice Transport-Dedicated-STS1 combination-Facility Termination		UNCIX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		STS1 to DS1 Channel System combination per month		UNCIX	MO3	222.98	156.02	49.41	17.12	6.77			20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COC) combination per month		UNCIX	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
		Add'l DS1 Loop in STS1 Interoffice Transport Combination - Zone 1	1	UNCIX	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Add'l DS1 Loop in STS1 Interoffice Transport Combination - Zone 2	2	UNCIX	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Add'l DS1 Loop in STS1 Interoffice Transport Combination - Zone 3	3	UNCIX	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile		UNCIX	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination		UNCIX	UNCCG		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCIX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps INTEROFFICE TRANSPORT (EEL)														
		4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination - Zone 1	1	UNCIX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination - Zone 2	2	UNCIX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4W 56 kbps Loop/4W 56 kbps Interoffice Transport Combination - Zone 3	3	UNCIX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4W 56 kbps combination - Per Mile		UNCIX	1LSXX	0.0174										
		Interoffice Transport - Dedicated - 4W 56 kbps combination - Facility Termination		UNCIX	U1TFS	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCIX	UNCCG		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)														
		4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination - Zone 1	1	UNCIX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination - Zone 2	2	UNCIX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4W 64 kbps Loop/4W 64 kbps Interoffice Transport Combination - Zone 3	3	UNCIX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4W 64 kbps combination - Per Mile		UNCIX	1LSXX	0.0174										
		Interoffice Transport - Dedicated - 4W 64 kbps combination - Facility Termination		UNCIX	U1TFS	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCIX	UNCCG		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		ADDITIONAL NETWORK ELEMENTS														
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As-is charge does apply.														
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As-is charge does not.														
		Node (Synchronous)														
		Nonrecurring Currently Combined Network Elements "Switch As-is" Charge (One applies to each combination)														
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCYX	UNCCG		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		2W/4W VG														

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B			
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manuall y per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMECSOMAN	SOMAN	SOMECSOMAN	SOMAN	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge 56/64 kbps		UNCDCX	UNCCC		52.73	24.62	9.12	9.12	9.12	20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge DS1		UNCIX	UNCCC		52.73	24.62	9.12	9.12	9.12	20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge DS3		UNC3X	UNCCC		52.73	24.62	9.12	9.12	9.12	20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge STS1		UNC3X	UNCCC		52.73	24.62	9.12	9.12	9.12	20.35	21.09	9.80	10.54
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months															
		Local Channel - Dedicated - 2W VG Zone 1	1	UNCYX	ULDV2	17.18	108.76	35.47	72.94	10.86	10.86	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2W VG Zone 2	2	UNCYX	ULDV2	22.44	108.76	35.47	72.94	10.86	10.86	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2W VG Zone 3	3	UNCYX	ULDV2	29.34	108.76	35.47	72.94	10.86	10.86	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4W VG Zone 1	1	UNCYX	ULDV4	18.18	108.76	35.47	72.94	10.86	10.86	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4W VG Zone 2	2	UNCYX	ULDV4	23.74	108.76	35.47	72.94	10.86	10.86	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4W VG Zone 3	3	UNCYX	ULDV4	31.05	108.76	35.47	72.94	10.86	10.86	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1 per month Zone 1	1	UNCIX	ULDF1	36.24	228.40	161.74	79.87	24.88	24.88	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1 per Month Zone 2	2	UNCIX	ULDF1	47.33	228.40	161.74	79.87	24.88	24.88	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1 - Per Month Zone 3	3	UNCIX	ULDF1	61.89	228.40	161.74	79.87	24.88	24.88	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS3 - Per Mile per month		UNC3X	IL5NC	7.15						20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS3 - Facility Termination per month		UNC3X	ULDF3	611.30	240.23	180.87	106.78	45.24	45.24	20.35	21.09	9.80	10.54
		Local Channel - Dedicated - STS-1 - Per Mile per month		UNC3X	IL5NC	7.15						20.35	21.09	9.80	10.54
		Local Channel - Dedicated - STS-1 - Facility Termination per month		UNC3X	ULDF3	599.59	240.23	180.87	106.78	45.24	45.24	20.35	21.09	9.80	10.54
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
Exchange Ports															
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
2-WIRE VG LINE PORT RATES (RES)															
		Exchange Ports - 2W Analog Line Port - Res.		UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W Analog Line Port with Caller ID - Res.		UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W Analog Line Port outgoing only - Res.		UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN extended local dialing parity Port with Caller ID - Res.		UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN Area Plus with Caller ID - Res.		UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN Area Calling port with Caller ID - Res (F2R)		UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN Area Calling port with Caller ID - Res (TACER)		UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN Area Calling port with Caller ID - Res (TACSR)		UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN Area Calling port with Caller ID - Res (1MF2X)		UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN Area Calling port with Caller ID - Res (2MR)		UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled res, low usage line port with Caller ID (LUM)		UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Subsequent Activity		UEPSR	USASC	0.00	0.00	0.00				20.35	10.54	13.32	1.40
FEATURES															
All Available Vertical Features															
2-WIRE VG LINE PORT RATES (BUS)															
		Exchange Ports - 2W Analog Line Port w/o Caller ID - Bus		UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled Line Port with unbundled port with Caller ID - Bus		UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W Analog Line Port outgoing only - Bus		UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN extended local dialing parity Port with Caller ID - Bus		UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled incoming only port with Caller ID - Bus		UEPSB	UEPBI	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)		UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2W VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)		UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)		UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92	2.92	20.35	10.54	13.32	1.40
		Subsequent Activity		UEPSB	USASC	0.00	0.00	0.00				20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B					
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual y per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l		Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect								
							First	Add'l				First	Add'l				
						18.01											
		2W VG Loop/Port Combo - Zone 2	2			23.02											
		2W VG Loop/Port Combo - Zone 3	3														
		UNE Loop Rates															
		2W VG Loop (SL1) - Zone 1	1	UEPRX	UEPLX	12.48											
		2W VG Loop (SL1) - Zone 2	2	UEPRX	UEPLX	16.31											
		2W VG Loop (SL1) - Zone 3	3	UEPRX	UEPLX	21.32											
		2-Wire VG Line Port Rates (Res)															
		2W voice unbundled port - residence		UEPRX	UEPRL	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled port with Caller ID - res		UEPRX	UEPRC	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled port outgoing only - res		UEPRX	UEPRO	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG unbundled TN extended local dialing parity port w Caller ID-res		UEPRX	UEPAQ	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Area Plus with Caller ID - res (AC7)		UEPRX	UEPAH	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Area Calling port with Caller ID - res (F2R)		UEPRX	UEPAK	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Area Calling port with Caller ID - res (TACER)		UEPRX	UEPAL	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Area Calling port with Caller ID - res (TACSR)		UEPRX	UEPAN	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Area Calling port with Caller ID - res (IMF2X)		UEPRX	UEPAO	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Area Calling port with Caller ID - res (2MR)		UEPRX	UEPAP	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled res, low usage line port with Caller ID (LUM)		UEPRX	UEPAP	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		FEATURES															
		All Features Offered		UEPRX	UEPVF	0.00		0.00					30.89	7.03			
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPRX	LNPCX	0.35											
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2W VG Loop / Line Port Combination - Conversion - Switch-as-is		UEPRX	USAC2	1.03		0.29					30.89	7.03			
		2W VG Loop/Line Port Combination - Conversion - Switch with change		UEPRX	USACC	1.03		0.29					30.89	7.03			
		2W VG Loop / Line Port Combination - Conversion - Subsequent Database Update				0.76							7.97				
		ADDITIONAL NRCs															
		2W VG Loop/Line Port Combination - Subsequent Activity		UEPRX	USAS2	0.00		0.00					30.89	7.03			
		2-WIRE VG LOOP WITH 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo - Zone 1	1			14.18											
		2W VG Loop/Port Combo - Zone 2	2			18.01											
		2W VG Loop/Port Combo - Zone 3	3			23.02											
		UNE Loop Rates															
		2W VG Loop (SL1) - Zone 1	1	UEPBX	UEPLX	12.48											
		2W VG Loop (SL1) - Zone 2	2	UEPBX	UEPLX	16.31											
		2W VG Loop (SL1) - Zone 3	3	UEPBX	UEPLX	21.32											
		2-Wire VG Line Port (Bus)															
		2W voice unbundled port w/o Caller ID - bus		UEPBX	UEPBL	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled port with Caller + E484 ID - bus		UEPBX	UEPBC	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled port outgoing only - bus		UEPBX	UEPBO	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W VG unbundled TN extended local dialing parity port w Caller ID-bus		UEPBX	UEPAV	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled incoming only port with Caller ID - Bus		UEPBX	UEPBI	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)		UEPBX	UEPAC	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)		UEPBX	UEPAD	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		2W voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		UEPBX	UEPAE	1.70		22.14	15.25	8.45	3.91		30.89	7.03			
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPBX	LNPCX	0.35											
		FEATURES															
		All Features Offered		UEPBX	UEPVF	0.00		0.00					30.89	7.03			
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2W VG Loop / Line Port Combination - Conversion - Switch-as-is		UEPBX	USAC2	1.03		0.29					30.89	7.03			
		2W VG Loop / Line Port Combination - Conversion - Switch with change		UEPBX	USACC	1.03		0.29					30.89	7.03			
		2W VG Loop/Line Port Combination-Conversion-Subsequent Database				0.76							7.97				
		ADDITIONAL NRCs															
		2W VG Loop/Line Port Combination - Subsequent Activity		UEPBX	USAS2	0.00		0.00					30.89	7.03			
		2-WIRE VG LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo - Zone 1	1			14.18											

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual y per LSR	Attachment: 2				Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- 1st		
							First	Add'l	First								Add'l
		2W VG Loop/Port Combo - Zone 2	2			18.01											
		2W VG Loop/Port Combo - Zone 3	3			23.02											
		2W VG Loop (SL 1) - Zone 1	1	UEPRG	UEPLX	12.48											
		2W VG Loop (SL 1) - Zone 2	2	UEPRG	UEPLX	16.31											
		2W VG Loop (SL 1) - Zone 3	3	UEPRG	UEPLX	21.32											
		2-Wire VG Line Port Rates (RES - PBX)															
		2W VG Unbundled Combination 2-Way PBX Trunk Port - Res				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		LOCAL NUMBER PORTABILITY				3.15	0.00	0.00				30.89	7.03				
		Local Number Portability (1 per port)															
		FEATURES															
		All Features Offered				0.00	0.00	0.00				30.89	7.03				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2W VG Loop/Line Port Combination(PBX)-Conversion-Switch-As-Is					1.03	0.29				30.89	7.03				
		2W VG Loop/Line Port Combination(PBX)-Conversion-Switch with Change					1.03	0.29				30.89	7.03				
		2W VG Loop/Line Port Combination-Conversion-Subsequent Database					0.76					7.97					
		ADDITIONAL NRCs															
		2W VG Loop/Line Port Combination (PBX) - Subsequent Activity				0.00	0.00	0.00				30.89	7.03				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64				30.89	7.03				
		2-WIRE VG LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo - Zone 1	1			14.18											
		2W VG Loop/Port Combo - Zone 2	2			18.01											
		2W VG Loop/Port Combo - Zone 3	3			23.02											
		UNE Loop Rates															
		2W VG Loop (SL 1) - Zone 1	1	UEPPX	UEPLX	12.48											
		2W VG Loop (SL 1) - Zone 2	2	UEPPX	UEPLX	16.31											
		2W VG Loop (SL 1) - Zone 3	3	UEPPX	UEPLX	21.32											
		2-Wire VG Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		Line Side Unbundled Outward PBX Trunk Port - Bus				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		Line Side Unbundled Incoming PBX Trunk Port - Bus				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled PBX LD Terminal Ports				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 2-Way Combination PBX TN Calling Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 2-Way Combination PBX Usage Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled PBX Toll Terminal Hotel Ports				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled PBX LD DDD Terminals Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled PBX LD Terminal Switchboard Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		Calling Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 2-Way PBX Hotel/Hospital Econ Room Calling Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative															
		Calling Port TN Calling Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room															
		Calling Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 1-Way Outgoing PBX Measured Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled PBX Collierville and Memphis Calling Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W Voice Unbundled 2-Way PBX TN RegionServ Calling Port				1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)				3.15	0.00	0.00				30.89	7.03				
		FEATURES															
		All Features Offered				0.00	0.00	0.00				30.89	7.03				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2W VG Loop/Line Port Combination (PBX) - Conversion - Switch-As-Is					1.03	0.29				30.89	7.03				
		2W VG Loop/Line Port Combination (PBX)-Conversion-Switch with Change					1.03	0.29				30.89	7.03				
		2W VG Loop/Line Port Combination-Conversion-Subsequent Database					0.76					7.97					
		ADDITIONAL NRCs															
		2W VG Loop/Line Port Combination (PBX) - Subsequent Activity				0.00	0.00	0.00				30.89	7.03				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64				30.89	7.03				
		UNE Port/Loop Combination Rates															
		2W VG Coin Port/Loop Combo - Zone 1	1			14.18											
		2W VG Coin Port/Loop Combo - Zone 2	2			18.01											

UNBUNDLED NETWORK ELEMENTS - Tennessee			Attachment: 2										Exhibit: B				
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Manuall y per LSR	Svc Order Submitted Manuall y per LSR	OSS RATES (\$)			Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring				Nonrecurring Disconnect	SOME	SOMAN				SOMAN
							First	Add'l									
						23.02											
		2W VG Coin Port/Loop Combo - Zone 3	3														
		UNE Loop Rates															
		2W VG Loop (SL1) - Zone 1	1	UEPCO	UEPLX	12.48											
		2W VG Loop (SL1) - Zone 2	2	UEPCO	UEPLX	16.31											
		2W VG Loop (SL1) - Zone 3	3	UEPCO	UEPLX	21.32											
		2-Wire VG Line Ports (COIN)															
		2W Coin 2-Way w/o Operator Screening and w/o Blocking (TN)		UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91							
		2W Coin 2-Way with Oper Screening & Blocking: 011, 900/976, 1+DDD		UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91							
		2W Coin 2-Way with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91							
		2W Coin 2-Way with Oper Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local		UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91							
		2W Coin Outward with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91							
		2W Coin Outward with Oper Screening & Blocking: 900/976, 1+DDD, 011+, and Local		UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91							
		2W 2-Way Smartline with 900/976 (all states except LA)		UEPCO	UEPOK	1.88											
		2W Coin Outward Smartline with 900/976 (all states except LA)		UEPCO	UEPCR	1.88											
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)		UEPCO	URECU	3.45	0.00	0.00									
		Local Number Portability (1 per port)		UEPCO	LNPCX	0.35											
		2W VG Loop / Line Port Combination - Conversion - Switch-as-is		UEPCO	USAC2	1.03	0.29	0.29									
		2W VG Loop / Line Port Combination - Conversion - Switch with change		UEPCO	USACC	1.03	0.29	0.29									
		2W VG Loop/Line Port Combination - Subsequent Activity		UEPCO	USAS2	0.00	0.00	0.00									
		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
		2-WIRE VG LOOP - BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
		UNE Port/Loop Combination Rates															
		2W VG Loop/2W DID Trunk Port Combo - UNE Zone 1	1			18.38											
		2W VG Loop/2W DID Trunk Port Combo - UNE Zone 2	2			19.87											
		2W VG Loop/2W DID Trunk Port Combo - UNE Zone 3	3			24.78											
		2W Analog VG Loop - (SL2) - UNE Zone 1	1	UEPPX	UECD1	9.60											
		2W Analog VG Loop - (SL2) - UNE Zone 2	2	UEPPX	UECD1	11.09											
		2W Analog VG Loop - (SL2) - UNE Zone 3	3	UEPPX	UECD1	16.00											
		Exchange Ports - 2W DID Port		UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91							
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2W VG Loop / 2W DID Trunk Port Combination - Switch-as-is		UEPPX	USAC1	8.76	5.75	5.75									
		2W VG Loop/2W DID Trunk Port Conversion with BST Allowable Charges		UEPPX	USA1C	8.76	5.75	5.75									
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)		UEPPX	NDT	0.00	0.00	0.00									
		Add'l DID Numbers for each Group of 20 DID Numbers		UEPPX	ND4	0.00	0.00	0.00									
		DID Numbers - Non- consecutive DID Numbers , Per Number		UEPPX	ND5	0.00	0.00	0.00									
		Reserve Non-Consecutive DID numbers		UEPPX	ND6	0.00	0.00	0.00									
		Reserve DID Numbers		UEPPX	NDV	0.00	0.00	0.00									
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPPX	LNPCP	3.15	0.00	0.00									
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
		UNE Port/Loop Combination Rates															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1	1	UEPPB	UEPPR	32.27											
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	2	UEPPB	UEPPR	34.78											
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	3	UEPPB	UEPPR	44.32											
		2W ISDN Digital Grade Loop - UNE Zone 1	1	UEPPB	UEPPR	16.20											
		2W ISDN Digital Grade Loop - UNE Zone 2	2	UEPPB	UEPPR	18.71											
		2W ISDN Digital Grade Loop - UNE Zone 3	3	UEPPB	UEPPR	28.25											
		Exchange Port - 2W ISDN Line Side Port		UEPPB	UEPPB	16.07	141.75	118.37	49.20	43.26							
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2W ISDN Digital Grade Loop/2W ISDN Line Side Port Combination- Conversion		UEPPB	UEPPR	0.00	117.23	117.23									
		ADDITIONAL NRCs															
		2W ISDN Loop/2W ISDN Port Combination-Sub Actv-NonFeature/Add		UEPPB	UEPPR		212.88										
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPPB	UEPPR	0.35	0.00	0.00									
		B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/6ESS)		UEPPB	U1UCB	0.00	0.00	0.00									
		CVS (EWSD)		UEPPB	U1UCC	0.00	0.00	0.00									
		CSD		UEPPB	U1UCC	0.00	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2			Exhibit:		
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)					Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect							SOMEK	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l									
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS,SC,MS, & TN)																	
		CVS/CSD (DMS/SESS)		UEPPB UEPPR	U1UCD	0.00	0.00	0.00											
		CVS (EWSD)		UEPPB UEPPR	U1UCD	0.00	0.00	0.00											
		CSD		UEPPB UEPPR	U1UCF	0.00	0.00	0.00											
		USER TERMINAL PROFILE																	
		User Terminal Profile (EWSD only)		UEPPB UEPPR	U1UMA	0.00	0.00	0.00											
		VERTICAL FEATURES																	
		All Vertical Features - One per Channel B User Profile		UEPPB UEPPR	UEPVF	0.00	0.00	0.00											
		Interoffice Channel mileage each, including first mile and facilities		UEPPB UEPPR	M1GNC	17.91	53.99	17.37					19.99	19.99					
		Interoffice Channel mileage each, Add'l mile		UEPPB UEPPR	M1GNM	0.173	0.00	0.00											
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																	
		UNE Port/Loop Combination Rates																	
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1	1	UEPPP		132.58													
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2	2	UEPPP		150.25													
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3	3	UEPPP		173.44													
		4W DS1 Digital Loop - UNE Zone 1	1	UEPPP	USL4P	57.73													
		4W DS1 Digital Loop - UNE Zone 2	2	UEPPP	USL4P	75.40													
		4W DS1 Digital Loop - UNE Zone 3	3	UEPPP	USL4P	98.59													
		Exchange Ports - 4W ISDN DS1 Port		UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43			19.99	19.99					
		NONRECURRING CHARGES - CURRENTLY COMBINED																	
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port Combination - Conversion-Switch-as-is		UEPPP	USACP	0.00	328.53	328.53					19.99	19.99					
		ADDITIONAL NRCs																	
		4W DS1 Loop/4-W ISDN Digi Trk Port - Subseqt Actvy - Inward/two way tel nos within Std Allowance (except NC)		UEPPP	PR7TF		0.94						19.99	19.99					
		4W DS1 Loop / 4W ISDN DS1 Digital Trunk Port - Outward Tel Numbers		UEPPP	PR7TO		22.36	22.36					19.99	19.99					
		4W DS1 Loop / 4W ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance		UEPPP	PR7ZT		44.71	44.70					19.99	19.99					
		LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)		UEPPP	LNPCN	1.75													
		INTERFACE (Proveloning Only)																	
		Voice/Data		UEPPP	PR7IV	0.00	0.00	0.00											
		Digital Data		UEPPP	PR7ID	0.00	0.00	0.00											
		Inward Data		UEPPP	PR7IE	0.00	0.00	0.00											
		New or Additional "B" Channel																	
		New or Add'l - Voice/Data B Channel		UEPPP	PR7BV	0.00	28.39						19.99	19.99					
		New or Add'l - Digital Data B Channel		UEPPP	PR7BF	0.00	29.11						19.99	19.99					
		New or Add'l Inward Data B Channel		UEPPP	PR7BD	0.00	29.39						19.99	19.99					
		CALL TYPES																	
		Inward		UEPPP	PR7C1	0.00	0.00	0.00											
		Outward		UEPPP	PR7C0	0.00	0.00	0.00											
		Two-way		UEPPP	PR7CC	0.00	0.00	0.00											
		Interoffice Channel Mileage																	
		Fixed Each Including First Mile		UEPPP	1LNIA	76.1825	145.98	109.85	19.55				19.99	19.99					
		Each Airline-Fractional Add'l Mile		UEPPP	1LNIB	0.3525													
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																	
		UNE Port/Loop Combination Rates																	
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1	1	UEPDC		93.28							19.99	19.99					
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2	2	UEPDC		110.95							19.99	19.99					
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3	3	UEPDC		134.14							19.99	19.99					
		4W DS1 Digital Loop - UNE Zone 1	1	UEPDC	USLDC	57.53													
		4W DS1 Digital Loop - UNE Zone 2	2	UEPDC	USLDC	75.40													
		4W DS1 Digital Loop - UNE Zone 3	3	UEPDC	USLDC	98.59													
		4W DDITS Digital Trunk Port		UEPDC	UDDIT	35.55	342.80	257.87	61.41	48.49			19.99	19.99					
		NONRECURRING CHARGES - CURRENTLY COMBINED																	
		4W DS1 Digital loop/4W DDITS Trunk Port Combination - Switch-as-is		UEPDC	USAC4		312.91	312.91					19.99	19.99					
		4W DS1 Digital loop/4W DDITS Trunk Port Combination - Conversion with DS1 Changes		UEPDC	USAWA		312.91	312.91					19.99	19.99					
		4W DS1 Digital loop/4W DDITS Trunk Port Combination - Conversion with Change - Trunk		UEPDC	USAWB		312.91	312.91					19.99	19.99					
		ADDITIONAL NRCs																	
		4W DS1 loop/4W DDITS Trunk Port - Subsequent Service Activity Par Service Order		UEPDC	USAS4		94.88	94.88											

UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2		Exhibit: B	
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone Im	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manuall y per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect First			Add'l	SOMAN	SOMAN	SOMAN	SOMAN		
							First	Add'l										
		4W DS1 loop/4W DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk		UEPDC	UDTTA		108.67	108.67				19.99	19.99					
		4W DS1 loop/4W DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk		UEPDC	UDTTB		108.67	108.67				19.99	19.99					
		4W DS1 loop/4W DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID		UEPDC	UDTTC		108.67	108.67				19.99	19.99					
		4W DS1 loop/4W DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID		UEPDC	UDTTD		108.67	108.67				19.99	19.99					
		4W DS1 loop/4W DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans		UEPDC	UDTTE		108.67	108.67				19.99	19.99					
		BIPOLAR & ZERO SUBSTITUTION																
		B8ZS - Superframe Format		UEPDC	CCOSF		0.00	590.00				19.99	19.99					
		B8ZS - Extended Superframe Format		UEPDC	CCOEF		0.00	590.00				19.99	19.99					
		Alternate Mark Inversion		UEPDC	MCOSF		0.00	0.00										
		AMI - Superframe Format		UEPDC	MCOPO		0.00	0.00										
		AMI - Extended Superframe Format		UEPDC														
		Telephone Number/Trunk Group Establishment Charges																
		Telephone Number for 2-Way Trunk Group		UEPDC	UDTGX	0.00						19.99	19.99					
		Telephone Number for 1-Way Outward Trunk Group		UEPDC	UDTGY	0.00						19.99	19.99					
		Telephone Number for 1-Way Inward Trunk Group w/o DID		UEPDC	UDTGZ	0.00						19.99	19.99					
		DID Numbers for each Group of 20 DID Numbers		UEPDC	ND4	0.00						19.99	19.99					
		DID Numbers, Non- consecutive DID Numbers , Per Number		UEPDC	ND5	0.00						19.99	19.99					
		Reserve Non-Consecutive DID Nos.		UEPDC	ND6	0.00						19.99	19.99					
		Reserve DID Numbers		UEPDC	NDV	0.00												
		Dedicated DS1 Interoffice Channel Mileage - EVFCCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)		UEPDC	ILNO1	75.83	145.98	109.85	19.66	14.99								
		Interoffice Channel Mileage - Add'l rate per mile - 0-8 miles		UEPDC	ILNOA	0.3525	0.00	0.00										
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)		UEPDC	ILNO2	0.00	0.00	0.00										
		Interoffice Channel Mileage - Add'l rate per mile - 9-25 miles		UEPDC	ILNOB	0.3525	0.00	0.00										
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)		UEPDC	ILNO3	0.00	0.00	0.00	0.00									
		Interoffice Channel Mileage - Add'l rate per mile - 25+ miles		UEPDC	ILNOC	0.3525	0.00	0.00										
		Local Number Portability, per DSO Activated		UEPDC	LNPCP	3.15	0.00	0.00	0.00									
		Central Office Terminating Point		UEPDC	CTG	0.00												
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
		Each System can have up to 24 combinations of rates depending on type and number of ports used																
		UNE DS1 Loop																
		4W DS1 Loop - UNE Zone 1	1	UEPMG	USLDC	57.73	0.00	0.00										
		4W DS1 Loop - UNE Zone 2	2	UEPMG	USLDC	75.40	0.00	0.00										
		4W DS1 Loop - UNE Zone 3	3	UEPMG	USLDC	98.59	0.00	0.00										
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1		UEPMG	VUM24	131.87	0.00	0.00				19.99	19.99					
		48 DSO Channel Capacity - 1 per 2 DS1s		UEPMG	VUM48	263.74	0.00	0.00				19.99	19.99					
		96 DSO Channel Capacity - 1 per 4 DS1s		UEPMG	VUM96	527.48	0.00	0.00				19.99	19.99					
		144 DSO Channel Capacity - 1 per 6 DS1s		UEPMG	VUM144	791.42	0.00	0.00				19.99	19.99					
		192 DSO Channel Capacity - 1 per 8 DS1s		UEPMG	VUM192	827.76	0.00	0.00				19.99	19.99					
		240 DSO Channel Capacity - 1 per 10 DS1s		UEPMG	VUM240	1,318.70	0.00	0.00				19.99	19.99					
		288 DSO Channel Capacity - 1 per 12 DS1s		UEPMG	VUM288	1,582.44	0.00	0.00				19.99	19.99					
		384 DSO Channel Capacity - 1 per 16 DS1s		UEPMG	VUM384	2,109.92	0.00	0.00				19.99	19.99					
		480 DSO Channel Capacity - 1 per 20 DS1s		UEPMG	VUM480	2,637.40	0.00	0.00				19.99	19.99					
		576 DSO Channel Capacity - 1 per 24 DS1s		UEPMG	VUM576	3,164.88	0.00	0.00				19.99	19.99					
		672 DSO Channel Capacity - 1 per 28 DS1s		UEPMG	VUM672	3,692.36	0.00	0.00				19.99	19.99					
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up to 24 DSO Ports with Feature Activations.																
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
		NRC-Conversion/Currently Combined) w or w/o BST Allowed Changes		UEPMG	USAC4	0.00	303.61	15.74				19.99	19.99					
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in GA, KY, LA, MS & TN Only																
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fee Activation - New GA, LA, KY, MS, & TN Only		UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41								
		Bipolar & Zero Substitution																
		Clear Channel Capability Format - Subsequent Activity Only		UEPMG	CCOSF	0.00	0.00	590.00										

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manual LSR	Svc Order Submitted Manual LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect								
							First	Add'l	First	Add'l	SOME: SOMAN	SOMAN	SOMAN	SOMAN			
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only		UEPMG	CCOEF	0.00	0.00	590.00									
		Alternate Mark Inversion (AMI)		UEPMG	MCOSF	0.00	0.00	0.00									
		Superframe Format		UEPMG	MCOPD	0.00	0.00	0.00									
		Extended Superframe Format															
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports															
		Line Side Combination Channelized PBX Trunk Port - Business		UEPPX	UEPCX	1.79	0.00	0.00	0.00			30.89	7.03				
		Line Side Outward Channelized PBX Trunk Port - Business		UEPPX	UEPOX	1.79	0.00	0.00	0.00			30.89	7.03				
		Line Side Inward Only Channelized PBX Trunk Port w/o DID		UEPPX	UEPIX	1.79	0.00	0.00	0.00			30.89	7.03				
		2W Trunk Side Unbundled Channelized DID Trunk Port		UEPPX	UEPDM	8.97	0.00	0.00	0.00			30.89	7.03				
		Feature Activations - Unbundled Loop Concentration															
		Feature (Service) Activation for each Line Side Port Terminated in D4		UEPPX	1PQWM	0.66	23.94	12.64	3.82			30.89	7.03				
		Feature (Service) Activation for each Trunk Side Port Terminated in D4		UEPPX	1PQWU	0.66	73.67	17.37	54.09			30.89	7.03				
		Telephone Number/ Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)		UEPPX	NDT	0.00	0.00	0.00									
		DID Numbers - groups of 20 - Valid all States		UEPPX	ND4	0.00	0.00	0.00									
		Non-Consecutive DID Numbers - per number		UEPPX	ND5	0.00	0.00	0.00									
		Reserve Non-Consecutive DID Numbers		UEPPX	ND6	0.00	0.00	0.00									
		Reserve DID Numbers		UEPPX	NDV	0.00	0.00	0.00									
		Local Number Portability															
		Local Number Portability - 1 per port		UEPPX	LNPCP	3.15	0.00	0.00									
		Local Number Portability - Optional															
		Local Switching Features Offered with Line Side Ports Only															
		Local Switching Features Offered		UEPPX	UEPVF	0.00	0.00	0.00									
		All Features Available															
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																	
		Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or Commission rules.															
		These scenarios include:															
		Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DSO equivalent lines.															
		The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
		BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
		The Market Rate for unbundled ports includes all available features in all states.															
		End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: UNEUC).															
		For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
		2-WIRE VG LOOP WITH 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo - Zone 1	1			26.48											
		2W VG Loop/Port Combo - Zone 2	2			30.31											
		2W VG Loop/Port Combo - Zone 3	3			35.32											
		UNE Loop Rates															
		2W VG Loop (SL1) - Zone 1	1	UEPRX	UEPLX	12.48											
		2W VG Loop (SL1) - Zone 2	2	UEPRX	UEPLX	16.31											
		2W VG Loop (SL1) - Zone 3	3	UEPRX	UEPLX	21.32											
		2-Wire VG Line Port (Res)															
		2W voice unbundled port - residence		UEPRX	UEPRL	14.00	90.00	90.00				30.89	7.03				
		2W voice unbundled port with Caller ID - res		UEPRX	UEPRC	14.00	90.00	90.00				30.89	7.03				
		2W voice unbundled port outgoing only - res		UEPRX	UEPHO	14.00	90.00	90.00				30.89	7.03				
		2W VG unbundled TN extended local dialing parity port w Caller ID-res		UEPRX	UEPAQ	14.00	90.00	90.00				30.89	7.03				
		2W voice unbundled TN Area Calling port with Caller ID - res (F2R)		UEPRX	UEPAK	14.00	90.00	90.00				30.89	7.03				
		2W voice unbundled TN Area Calling port with Caller ID - res (TACER)		UEPRX	UEPAL	14.00	90.00	90.00				30.89	7.03				
		2W voice unbundled TN Area Calling port with Caller ID - res (TACSR)		UEPRX	UEPAM	14.00	90.00	90.00				30.89	7.03				
		2W voice unbundled TN Area Calling port with Caller ID - res (1MF2X)		UEPRX	UEPAN	14.00	90.00	90.00				30.89	7.03				
		2W voice unbundled TN Area Calling port with Caller ID - res (2MR)		UEPRX	UEPAO	14.00	90.00	90.00				30.89	7.03				
		2W voice unbundles res, low usage line port with Caller ID (LUM)		UEPRX	UEPAP	14.00	90.00	90.00				30.89	7.03				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPRX	LNPCX	0.35											
		FEATURES															
		All Features Offered		UEPRX	UEPVF	0.00	0.00	0.00				30.89	7.03				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2W VG Loop / Line Port Combination - Switch-as-is		UEPRX	USAC2	41.50	41.50	41.50				30.89	7.03				

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual per LSR	OSS RATES (\$)			Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec	Nonrecurring		Nonrecurring Disconnect First			SOMECSOMAN	SOMAN	SOMAN			
							First	Add'l									
		2W VG Loop /Line Port Combination - Switch with change		UEPRX	USACC			41.50	41.50					30.89	7.03		
		ADDITIONAL NRCS															
		INRC - 2W VG Loop/Line Port Combination - Subsequent		UEPRX	USAS2			0.00	0.00					30.89	7.03		
		2-WIRE VG LOOP WITH 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo - Zone 1	1					26.48									
		2W VG Loop/Port Combo - Zone 2	2					30.31									
		2W VG Loop/Port Combo - Zone 3	3					35.32									
		UNE Loop Rates															
		2W VG Loop (SL1) - Zone 1	1	UEPBX	UEPLX			12.48									
		2W VG Loop (SL1) - Zone 2	2	UEPBX	UEPLX			16.31									
		2W VG Loop (SL1) - Zone 3	3	UEPBX	UEPLX			21.32									
		2-Wire VG Line Port (Bus)															
		2W voice unbundled port w/o Caller ID - bus		UEPBX	UEPBL			14.00	90.00	90.00				30.89	7.03		
		2W voice unbundled port with Caller + E-484 ID - bus		UEPBX	UEPBC			14.00	90.00	90.00				30.89	7.03		
		2W voice unbundled port outgoing only - bus		UEPBX	UEPBO			14.00	90.00	90.00				30.89	7.03		
		2W VG unbundled TN extended local dialing parity port w Caller ID-bus		UEPBX	UEPAV			14.00	90.00	90.00				30.89	7.03		
		2W voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)		UEPBX	UEPAC			14.00	90.00	90.00				30.89	7.03		
		2W voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)		UEPBX	UEPAD			14.00	90.00	90.00				30.89	7.03		
		2W voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		UEPBX	UEPAE			14.00	90.00	90.00				30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPBX	LNPCX			0.35									
		FEATURES															
		All Features Offered		UEPBX	UEPVF			0.00	0.00	0.00				30.89	7.03		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2W VG Loop /Line Port Combination - Switch-as-is		UEPBX	USAC2			41.50	41.50	41.50				30.89	7.03		
		2W VG Loop /Line Port Combination - Switch with change		UEPBX	USACC			41.50	41.50	41.50				30.89	7.03		
		ADDITIONAL NRCS															
		INRC - 2W VG Loop/Line Port Combination - Subsequent		UEPBX	USAS2			0.00	0.00	0.00				30.89	7.03		
		2-WIRE VG LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo - Zone 1	1					26.48									
		2W VG Loop/Port Combo - Zone 2	2					30.31									
		2W VG Loop/Port Combo - Zone 3	3					35.32									
		UNE Loop Rates															
		2W VG Loop (SL1) - Zone 1	1	UEPRG	UEPLX			12.48									
		2W VG Loop (SL1) - Zone 2	2	UEPRG	UEPLX			16.31									
		2W VG Loop (SL1) - Zone 3	3	UEPRG	UEPLX			21.32									
		2-Wire VG Line Port Rates (RES - PBX)															
		2W VG Unbundled Combination 2-Way PBX Trunk Port - Res		UEPRG	UEPRD			14.00	90.00	90.00				30.89	7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPRG	LNPCP			3.15									
		FEATURES															
		All Features Offered		UEPRG	UEPVF			0.00	0.00	0.00				30.89	7.03		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2W VG Loop/Line Port Combination - Switch-As-Is		UEPRG	USAC2			41.50	41.50	41.50				30.89	7.03		
		2W VG Loop/Line Port Combination - Switch with Change		UEPRG	USACC			41.50	41.50	41.50				30.89	7.03		
		ADDITIONAL NRCS															
		2W Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00	0.00				30.89	7.03		
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64	14.64				30.89	7.03		
		2-WIRE VG LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2W VG Loop/Port Combo - Zone 1	1					26.48									
		2W VG Loop/Port Combo - Zone 2	2					30.31									
		2W VG Loop/Port Combo - Zone 3	3					35.32									
		UNE Loop Rates															
		2W VG Loop (SL1) - Zone 1	1	UEPPX	UEPLX			12.48									
		2W VG Loop (SL1) - Zone 2	2	UEPPX	UEPLX			16.31									
		2W VG Loop (SL1) - Zone 3	3	UEPPX	UEPLX			21.32									

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B							
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone Lim	BCS	USOC	RATES(\$)				OSS RATES (\$)									
						Rec	Nonrecurring		Nonrecurring Disconnect First	Add'l	Svc Order Submit Manual per LSR	Svc Order Submit Manual per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
							First	Add'l											
																	SOMECSOMAN	SOMAN	SOMAN
		2-Wire VG Line Port Rates (BUS - PBX)																	
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	14.00	90.00	90.00							30.89	7.03			
		Line Side Unbundled Outward PBX Trunk Port - Bus		UEPPX	UEPPX	14.00	90.00	90.00							30.89	7.03			
		Line Side Unbundled Incoming PBX Trunk Port - Bus		UEPPX	UEPP1	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled PBX LD Terminal Ports		UEPPX	UEPLD	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled 2-Way Combination PBX TN Calling Port		UEPPX	UEPT2	14.00									30.89	7.03			
		2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port		UEPPX	UEPTO	14.00									30.89	7.03			
		2W Voice Unbundled 2-Way Combination PBX Usage Port		UEPPX	UEPXA	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled PBX LD DDD Terminals Port		UEPPX	UEPXC	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled PBX LD Terminal Switchboard Port		UEPPX	UEPXD	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPXL	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled 2-Way PBX Hotel/Hospital Econ Room Calling Port		UEPPX	UEPXM	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN		UEPPX	UEPXN	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEPXO	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPXS	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled PBX Collerville and Memphis Calling Port		UEPPX	UEPXU	14.00	90.00	90.00							30.89	7.03			
		2W Voice Unbundled 2-Way PBX TN RegionServ Calling Port		UEPPX	UEPXV	14.00	90.00	90.00							30.89	7.03			
		LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)		UEPPX	LNPCP	3.15													
		FEATURES																	
		All Features Offered		UEPPX	UEPVF	0.00	0.00	0.00							30.89	7.03			
		NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2W VG Loop/ Line Port Combination - Switch-As-Is		UEPPX	USAC2		41.50	41.50							30.89	7.03			
		2W VG Loop/ Line Port Combination - Switch with Change		UEPPX	USACC		41.50	41.50							30.89	7.03			
		2W VG Loop/ Line Port Combination - Subsequent		UEPPX	USAS2		0.00	0.00							30.89	7.03			
		2W VG Loop/ Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring					0.00	0.00							30.89	7.03			
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64	14.64							30.89	7.03			
		2-WIRE VG LOOP WITH 2-WIRE ANALOG LINE COIN PORT																	
		UNE Port/Loop Combination Rates																	
		2W VG Coin Port/Loop Combo - Zone 1	1			26.48													
		2W VG Coin Port/Loop Combo - Zone 2	2			30.31													
		2W VG Coin Port/Loop Combo - Zone 3	3			35.32													
		UNE Loop Rates																	
		2W VG Loop (SL1) - Zone 1	1	UEPCO	UEPLX	12.48													
		2W VG Loop (SL1) - Zone 2	2	UEPCO	UEPLX	16.31													
		2W VG Loop (SL1) - Zone 3	3	UEPCO	UEPLX	21.32													
		2-Wire VG Line Port Rates (Coin)																	
		2W Coin 2-Way w/o Operator Screening and w/o Blocking (TN)		UEPCO	UEPTB	14.00	90.00	90.00							30.89	7.03			
		2W Coin 2-Way with Operator Screening & Blocking: 011, 900/976, 1+DDD		UEPCO	UEPBP	14.00									30.89	7.03			
		2W Coin 2-Way with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTA	14.00	90.00	90.00							30.89	7.03			
		2W Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)		UEPCO	UEPCA	14.00	90.00	90.00							30.89	7.03			
		2W Coin Outward with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTC	14.00	90.00	90.00							30.89	7.03			
		2W Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)		UEPCO	UEPOT	14.00	90.00	90.00							30.89	7.03			
		LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)		UEPCO	LNPCX	0.35													
		NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2W VG Loop/ Line Port Combination - Switch-As-Is		UEPCO	USAC2		41.50	41.50							30.89	7.03			
		2W VG Loop/ Line Port Combination - Switch with Change		UEPCO	USACC		41.50	41.50							30.89	7.03			
		ADDITIONAL NRCs																	
		2W VG Loop/ Line Port Combination - Subsequent		UEPCO	USAS2		0.00	0.00							30.89	7.03			
		2W VG Loop/ Line Port Combination - Subsequent																	
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																			
1. Cost Based Rates are applied where BellSouth is required by FCC and/or Commission rule to provide Unbundled Local Switching or Switch Ports.																			
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																			
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																			

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2			Exhibit: B		
CATE GORY	NOTES	RATE ELEMENTS		Inter Zone lim e	BCS	USOC	RATES(\$)			Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual y per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disac Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disac Add'l		
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN
For Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In TN these nonrecurring charges are commission ordered cost based rates. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an individual case basis, until further notice.															
UNE-P CENTREX - 1AESS - (Valid in AL, FL, GA, KY, LA, MS, & TN only)															
2-Wire VG Loop/2-Wire VG Port (Centrex) Combo															
UNE Port/Loop Combination Rates (Non-Design)															
		2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	1	UEP91			14.18								
		2W VG Loop/2W VG Port (Centrex)Port Combo - Non-Design	2	UEP91			18.01								
		2W VG Loop/2W VG Port (Centrex)Port Combo - Non-Design	3	UEP91			23.02								
UNE Port/Loop Combination Rates (Design)															
		2W VG Loop/2W VG Port (Centrex) Port Combo - Design	1	UEP91			18.26								
		2W VG Loop/2W VG Port (Centrex)Port Combo - Design	2	UEP91			23.33								
		2W VG Loop/2W VG Port (Centrex)Port Combo - Design	3	UEP91			29.98								
UNE Loop Rate															
		2W VG Loop (SL 1) - Zone 1	1	UEP91		UECS1	12.48								
		2W VG Loop (SL 1) - Zone 2	2	UEP91		UECS1	16.31								
		2W VG Loop (SL 1) - Zone 3	3	UEP91		UECS1	21.32								
		2W VG Loop (SL 2) - Zone 1	1	UEP91		UECS2	16.56								
		2W VG Loop (SL 2) - Zone 2	2	UEP91		UECS2	21.63								
		2W VG Loop (SL 2) - Zone 3	3	UEP91		UECS2	28.28								
UNE Ports															
All States (Except North Carolina and South Carolina)															
		2W VG Port (Centrex) Basic Local Area		UEP91		UEPYA	1.70	22.14	15.25	8.45	3.91				
		2W VG Port (Centrex 800 termination)Basic Local Area		UEP91		UEPYB	1.70	22.14	15.25	8.45	3.91				
		2W VG Port (Centrex with Caller ID)Basic Local Area		UEP91		UEPYH	1.70	22.14	15.25	8.45	3.91				
		2W VG Port (Centrex from diff SWC)2 Basic Local Area		UEP91		UEPYM	1.70	22.14	15.25	8.45	3.91				
		2W VG Port, Diff SWC - 800 Service Term - Basic Local Area		UEP91		UEPYZ	1.70	22.14	15.25	8.45	3.91				
		2W VG Port terminated in on Megalink or equivalent - Basic Local Area		UEP91		UEPY9	1.70	22.14	15.25	8.45	3.91				
		2W VG Port Terminated on 800 Service Term - Basic Local Area		UEP91		UEPY2	1.70	22.14	15.25	8.45	3.91				
AL, KY, LA, MS, & TN Only															
		2W VG Port (Centrex)		UEP91		UEPQA	1.70	22.14	15.25	8.45	3.91				
		2W VG Port (Centrex 800 termination)		UEP91		UEPQB	1.70	22.14	15.25	8.45	3.91				
		2W VG Port (Centrex with Caller ID)1		UEP91		UEPQH	1.70	22.14	15.25	8.45	3.91				
		2W VG Port (Centrex from diff SWC)2		UEP91		UEPQM	1.70	22.14	15.25	8.45	3.91				
		2W VG Port, Diff SWC - 800 Service Term		UEP91		UEPOZ	1.70	22.14	15.25	8.45	3.91				
		2W VG Port terminated in on Megalink or equivalent		UEP91		UEPQ9	1.70	22.14	15.25	8.45	3.91				
		2W VG Port Terminated on 800 Service Term		UEP91		UEPQ2	1.70	22.14	15.25	8.45	3.91				
Local Switching															
		Centrex Intercom Functionality, per port		UEP91		URECS	0.6381								
Local Number Portability															
		Local Number Portability (1 per port)		UEP91		LNPPC	0.35								
Features															
		All Standard Features Offered, per port		UEP91		UEPVF	0.00								
		All Select Features Offered, per port		UEP91		UEPVF	0.00	433.78							
		All Centrex Control Features Offered, per port		UEP91		UEPVC	0.00								
NARS															
		Unbundled Network Access Register - Combination		UEP91		UARCX	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial		UEP91		UARIX	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial		UEP91		UAROY	0.00	0.00	0.00						
Miscellaneous Terminations															
2-Wire Trunk Side															
		Trunk Side Terminations, each		UEP91		CENAE	8.78	22.14	15.25	8.45	3.91				
Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination - VG		UEP91		MIGBC	18.58	22.14	15.25	8.45	3.91				
		Interoffice Channel mileage, per mile or fraction of mile		UEP91		MIGBM	0.0174								
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP91		IPQWS	0.66								
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot		UEP91		IPQW6	0.66								
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot		UEP91		IPQW7	0.66								
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different WC		UEP91		IPQWV	0.66								
		Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP91		IPQWP	0.66								

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B			
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual y per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	
						Rec	Nonrecurring	Nonrecurring	Disconnect			SOMECS	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l					
		Feature Activation on D-4 Channel Bank Tile Line/Trunk Loop Slot		UEP91	1PQWQ	0.66									
		Feature Activation on D-4 Channel Bank WATS Loop Slot		UEP91	1PQWA	0.66									
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex													
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port		UEP91	USAC2		1.03	0.29					30.89	7.03	
		New Centrex Standard Common Block		UEP91	M1ACS	0.00	658.60						30.89	7.03	
		New Centrex Customized Common Block		UEP91	M1ACC	0.00	658.60						30.89	7.03	
		Secondary Block, per Block		UEP91	M2CC1	0.00	73.55						30.89	7.03	
		NAR Establishment Charge, Per Occasion		UEP91	URECA		68.57						30.89	7.03	
		UNE-P CENTREX - SESS (Valid In All States)													
		2-Wire VG Loop/2-Wire VG Port (Centrex) Combo													
		UNE Port/Loop Combination Rates (Non-Design)													
		2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	1	UEP95		14.18									
		2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	2	UEP95		18.01									
		2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	3	UEP95		23.02									
		UNE Port/Loop Combination Rates (Design)													
		2W VG Loop/2W VG Port (Centrex) Port Combo - Design	1	UEP95		18.26									
		2W VG Loop/2W VG Port (Centrex) Port Combo - Design	2	UEP95		23.33									
		2W VG Loop/2W VG Port (Centrex) Port Combo - Design	3	UEP95		29.98									
		UNE Loop Rate													
		2W VG Loop (SL 1) - Zone 1	1	UEP95	UECS1	12.48									
		2W VG Loop (SL 1) - Zone 2	2	UEP95	UECS1	16.31									
		2W VG Loop (SL 1) - Zone 3	3	UEP95	UECS1	21.32									
		2W VG Loop (SL 2) - Zone 1	1	UEP95	UECS2	16.56									
		2W VG Loop (SL 2) - Zone 2	2	UEP95	UECS2	21.63									
		2W VG Loop (SL 2) - Zone 3	3	UEP95	UECS2	28.28									
		UNE Port Rate													
		All States													
		2W VG Port (Centrex) Basic Local Area		UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port (Centrex 800 termination)		UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port (Centrex with Caller ID) Basic Local Area		UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port (Centrex from diff SWC) Basic Local Area		UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port, Diff SWC - 800 Service Term - Basic Local Area		UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port Terminated In on Megalink or equivalent - Basic Local Area		UEP95	UEPV9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port Terminated on 800 Service Term - Basic Local Area		UEP95	UEPV2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		AL, KY, LA, MS, SC, & TN Only													
		2W VG Port (Centrex)		UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port (Centrex 800 termination)		UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port (Centrex with Caller ID)		UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port (Centrex from diff SWC)		UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port, Diff SWC - 800 Service Term		UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port Terminated In on Megalink or equivalent		UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2W VG Port Terminated on 800 Service Term		UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		FL & GA Only													
		Local Switching													
		Centrex Intercom Functionality, per port		UEP95	URECS	0.6381									
		Local Number Portability													
		Local Number Portability (1 per port)		UEP95	LNPOC	0.35									
		Features													
		All Standard Features Offered, per port		UEP95	UEPVF	0.00						30.89	7.03		
		All Select Features Offered, per port		UEP95	UEPVS	0.00	433.78					30.89	7.03		
		All Centrex Control Features Offered, per port		UEP95	UEPVC	0.00						30.89	7.03		
		NARS													
		Unbundled Network Access Register - Combination		UEP95	UARCX	0.00	0.00	0.00				30.89	7.03		
		Unbundled Network Access Register - Initial		UEP95	UAR1X	0.00	0.00	0.00				30.89	7.03		
		Unbundled Network Access Register - Outdial		UEP95	UAROX	0.00	0.00	0.00				30.89	7.03		
		Miscellaneous Terminations													
		2-Wire Trunk Side													
		Trunk Side Terminations, each		UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03		
		4-Wire Digital (1.544 Megabits)													
		DS1 Circuit Terminations, each		UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03		
		DS0 Channels Activated, each		UEP95	M1HDO	0.00	108.67					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATE GORY	NOTES	RATE ELEMENTS			Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual Svc per LSR	Attachment: 2	Exhibit:		
								Rec	Nonrecurring First	Add'l	First	Add'l	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination															
		Interoffice Channel Inillage, per mile or fraction of mile															
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot															
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot															
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC															
		Feature Activation on D-4 Channel Bank Private Line Loop Slot															
		Feature Activation on D-4 Channel Bank Private Line Loop Slot															
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot															
		Feature Activation on D-4 Channel Bank WATS Loop Slot															
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes,															
		per port															
		New Centrex Standard Common Block															
		New Centrex Customized Common Block															
		NAR Establishment Charge, Per Occasion															
		UNE-P CENTREX - DMS100 (Valid in All States)															
		2-Wire VG Loop/2-Wire VG Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	1	UEP9D													
		2W VG Loop/2W VG Port (Centrex)Port Combo - Non-Design	2	UEP9D													
		2W VG Loop/2W VG Port (Centrex)Port Combo - Non-Design	3	UEP9D													
		UNE Port/Loop Combination Rates (Design)															
		2W VG Loop/2W VG Port (Centrex) Port Combo - Design	1	UEP9D													
		2W VG Loop/2W VG Port (Centrex)Port Combo - Design	2	UEP9D													
		2W VG Loop/2W VG Port (Centrex)Port Combo - Design	3	UEP9D													
		UNE Loop Rate															
		2W VG Loop (SL 1) - Zone 1	1	UECS1													
		2W VG Loop (SL 1) - Zone 2	2	UECS1													
		2W VG Loop (SL 1) - Zone 3	3	UECS1													
		2W VG Loop (SL 2) - Zone 1	1	UECS2													
		2W VG Loop (SL 2) - Zone 2	2	UECS2													
		2W VG Loop (SL 2) - Zone 3	3	UECS2													
		UNE Port Rate															
		ALL STATES															
		2W VG Port (Centrex) Basic Local Area															
		2W VG Port (Centrex 800 termination)Basic Local Area															
		2W VG Port (Centrex / EBS-PSET)3Basic Local Area															
		2W VG Port (Centrex / EBS-M5009)3Basic Local Area															
		2W VG Port (Centrex / EBS-M5209)3 Basic Local Area															
		2W VG Port (Centrex / EBS-M5112)3 Basic Local Area															
		2W VG Port (Centrex / EBS-M5312)3Basic Local Area															
		2W VG Port (Centrex / EBS-M5008)3 Basic Local Area															
		2W VG Port (Centrex / EBS-M5208)3 Basic Local Area															
		2W VG Port (Centrex / EBS-M5316)3 Basic Local Area															
		2W VG Port (Centrex with Caller ID) Basic Local Area															
		2W VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area															
		2W VG Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area															
		2W VG Port (Centrex from diff SWC) 2 Basic Local Area															
		2W VG Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area															
		2W VG Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area															
		2W VG Port (Centrex/differ SWC /EBS-M5209)2, 3 Basic Local Area															
		2W VG Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area															
		2W VG Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area															
		2W VG Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area															
		2W VG Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area															
		2W VG Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area															
		2W VG Port, Diff SWC - 800 Service Term															

UNBUNDLED NETWORK ELEMENTS - Tennessee																Attachment: 2		Exhibit: B
CATE GORY	NOTES	RATE ELEMENTS		Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manual y per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN			
	New Centrex Standard Common Block				UEP9D	MIACS	0.00	658.60					30.89	7.03	SOMAN			
	New Centrex Customized Common Block				UEP9D	MIACC	0.00	658.60					30.89	7.03				
	NAR Establishment Charge, Per Occasion				UEP9D	URECA		68.57					30.89	7.03				
	UNE-P CENTREX - EWSO (Valid In AL, FL, KY, LA, MS & TN)																	
	2-Wire VG Loop/2-Wire VG Port (Centrex) Combo																	
	UNE Port/Loop Combination Rates (Non-Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	1		1	UEP9E		14.18											
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	2		2	UEP9E		18.01											
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	3		3	UEP9E		23.02											
	UNE Port/Loop Combination Rates (Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design	1		1	UEP9E		18.26											
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design	2		2	UEP9E		23.33											
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design	3		3	UEP9E		29.98											
	UNE Loop Rate																	
	2W VG Loop (SL 1) - Zone 1	1		1	UEP9E	UECS1	12.48											
	2W VG Loop (SL 1) - Zone 2	2		2	UEP9E	UECS1	16.31											
	2W VG Loop (SL 1) - Zone 3	3		3	UEP9E	UECS1	21.32											
	2W VG Loop (SL 2) - Zone 1	1		1	UEP9E	UECS2	16.56											
	2W VG Loop (SL 2) - Zone 2	2		2	UEP9E	UECS2	21.63											
	2W VG Loop (SL 2) - Zone 3	3		3	UEP9E	UECS2	28.28											
	UNE Port Rate																	
	AL, FL, KY, LA, MS, & TN only																	
	2W VG Port (Centrex) Basic Local Area				UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port (Centrex 800 termination) Basic Local Area				UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port (Centrex with Caller ID) Basic Local Area				UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port (Centrex from diff SWC) Basic Local Area				UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port, Diff SWC - 800 Service Term - Basic Local Area				UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port terminated in on Megalink or equivalent - Basic Local Area				UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port Terminated on 800 Service Term - Basic Local Area				UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	AL, KY, LA, MS, & TN Only																	
	2W VG Port (Centrex)				UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port (Centrex 800 termination)				UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port (Centrex with Caller ID)1				UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port (Centrex from diff SWC)2				UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port, Diff SWC - 800 Service Term				UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port terminated in on Megalink or equivalent				UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2W VG Port Terminated on 800 Service Term				UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	Local Switching																	
	Centrex Intercom Functionality, per port				UEP9E	URECS	0.6381											
	Local Number Portability																	
	Local Number Portability (1 per port)				UEP9E	LNPC	0.35											
	Features																	
	All Standard Features Offered, per port				UEP9E	UEPVF	0.00						30.89	7.03				
	All Select Features Offered, per port				UEP9E	UEPVS	0.00	433.78					30.89	7.03				
	All Centrex Control Features Offered, per port				UEP9E	UEPVC	0.00						30.89	7.03				
	NARS																	
	Unbundled Network Access Register - Combination				UEP9E	UARCX	0.00	0.00	0.00	*			30.89	7.03				
	Unbundled Network Access Register - Initial				UEP9E	UARI1X	0.00	0.00	0.00				30.89	7.03				
	Unbundled Network Access Register - Outdial				UEP9E	UARO1X	0.00	0.00	0.00				30.89	7.03				
	Miscellaneous Terminations																	
	2-Wire Trunk Side																	
	Trunk Side Terminations, each				UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03				
	4-Wire Digital (1.544 Megabits)																	
	DS1 Circuit Terminations, each				UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03				
	DS0 Channel Activated Per Channel				UEP9E	M1HDO	0.00	108.67					30.89	7.03				
	Interoffice Channel Mileage - 2-Wire																	
	Interoffice Channel Facilities Termination				UEP9E	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03				
	Interoffice Channel mileage, per mile or fraction of mile				UEP9E	MIGBM	0.0174											
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																	
	D4 Channel Bank Feature Activations																	
	Feature Activation on D-4 Channel Bank Centrex Loop Slot				UEP9E	IPQWS	0.66											
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot				UEP9E	IPQW6	0.66											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot				UEP9E	IPQW7	0.66											

UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2				Exhibit:	
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual y per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect						SOME	SOMAN	SOMAN	SOMAN		
							First	Add'l	First	Add'l										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC		UEP9E	1PQWP	0.66														
		Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP9E	1PQWV	0.66														
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot		UEP9E	1PQWQ	0.66														
		Feature Activation on D-4 Channel Bank WATS Loop Slot		UEP9E	1PQWA	0.66														
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex																		
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			USAC2		1.03	0.29				30.89		7.03						
		New Centrex Standard Common Block		UEP9E	M1ACS	0.00	658.60					30.89		7.03						
		New Centrex Customized Common Block		UEP9E	M1ACC	0.00	658.60					30.89		7.03						
		NAR Establishment Charge, Per Occasion		UEP9E	URECA	0.00	68.57					30.89		7.03						
		UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN																		
		2-Wire VG Loop/2-Wire VG Port (Centrex) Combo																		
		UNE Port/Loop Combination Rates (Non-Design)																		
		2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	1	UEP93		14.18														
		2W VG Loop/2W VG Port (Centrex)Port Combo - Non-Design	2	UEP93		18.01														
		2W VG Loop/2W VG Port (Centrex)Port Combo - Non-Design	3	UEP93		23.02														
		UNE Port/Loop Combination Rates (Design)																		
		2W VG Loop/2W VG Port (Centrex) Port Combo - Design	1	UEP93		18.26														
		2W VG Loop/2W VG Port (Centrex)Port Combo - Design	2	UEP93		23.33														
		2W VG Loop/2W VG Port (Centrex)Port Combo - Design	3	UEP93		29.98														
		UNE Loop Rate																		
		2W VG Loop (SL 1) - Zone 1	1	UEP93	UECS1	12.48														
		2W VG Loop (SL 1) - Zone 2	2	UEP93	UECS1	16.31														
		2W VG Loop (SL 1) - Zone 3	3	UEP93	UECS1	21.32														
		2W VG Loop (SL 2) - Zone 1	1	UEP93	UECS2	16.66														
		2W VG Loop (SL 2) - Zone 2	2	UEP93	UECS2	21.63														
		2W VG Loop (SL 2) - Zone 3	3	UEP93	UECS2	26.28														
		UNE Port Rate																		
		AL, KY, LA, MS, & TN only																		
		2W VG Port (Centrex) Basic Local Area		UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port (Centrex 800 termination)Basic Local Area		UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port (Centrex with Caller ID)Basic Local Area		UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port (Centrex from diff SWC)2 Basic Local Area		UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port, Diff SWC - 800 Service Term - Basic Local Area		UEP93	UEPVZ	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port terminated in on Megalink or equivalent - Basic Local Area		UEP93	UEPV9	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port Terminated on 800 Service Term - Basic Local Area		UEP93	UEPV2	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port (Centrex)		UEP93	UEPOA	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port (Centrex 800 termination)		UEP93	UEPOB	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port (Centrex with Caller ID)		UEP93	UEPOH	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port (Centrex from diff SWC)2		UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port, Diff SWC - 800 Service Term		UEP93	UEPOZ	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port terminated in on Megalink or equivalent		UEP93	UEPO9	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		2W VG Port Terminated on 800 Service Term		UEP93	UEPO2	1.70	22.14	15.25	8.45	3.91		30.89		7.03						
		Local Switching																		
		Centrex Intercom Functionality, per port		UEP93	URECS	0.6381														
		Local Number Portability																		
		Local Number Portability (1 per port)		UEP93	LNCCC:	0.35														
		Features																		
		All Standard Features Offered, per port		UEP93	UEPVF	0.00														
		All Centrex Control Features Offered, per port		UEP93	UEPVC	0.00														
		NARS																		
		Unbundled Network Access Register - Combination		UEP93	UARCX	0.00	0.00	0.00				30.89		7.03						
		Unbundled Network Access Register - Indial		UEP93	UARIX	0.00	0.00	0.00				30.89		7.03						
		Unbundled Network Access Register - Outdial		UEP93	UAHOX	0.00	0.00	0.00				30.89		7.03						
		Miscellaneous Terminations																		
		2-Wire Trunk Side																		
		Trunk Side Terminations, each		UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89		7.03						
		Digital (1.544 Megabits)																		
		DS1 Circuit Terminations, each		UEP93	M1HD1	35.55	75.93	38.15				30.89		7.03						
		DSO Channels Activated, Per Channel		UEP93	M1HDO	0.00	108.67					30.89		7.03						
		Interface Channel Mileage - 2-Wire																		
		Interface Channel Facilities Termination		UEP93	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89		7.03						
		Interface Channel mileage, per mile or fraction of mile		UEP93	M1GBM	0.0174														

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2			Exhibit: B			
CATE GORY	NOTES	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manual y per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First							Add'l
		Feature Activations (DSO) Centrex Loops on Channelized DS1 Service														
		D4 Channel Bank Feature Activations														
		Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP93	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot		UEP93	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot		UEP93	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center		UEP93	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP93	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot		UEP93	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot		UEP93	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port		UEP93	USAC2		1.03	0.29								
		New Centrex Standard Common Block		UEP93	M1ACS	0.00	658.60			30.89		7.03				
		New Centrex Customized Common Block		UEP93	M1ACC	0.00	658.60			30.89		7.03				
		NAR Establishment Charge, Per Occasion		UEP93	URECA		68.57			30.89		7.03				
		Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD														
		Note 2 - Requires Interoffice Channel Mileage														
		Note 3 - Requires Specific Customer Premises Equipment														

EXHIBIT 4

Attachment 4

Physical Collocation

BELLSOUTH**PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when LoadPoint is physically collocated as a sole occupant or as a Host within a Premise location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to LoadPoint collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow LoadPoint to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by LoadPoint and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 The size specified by LoadPoint may contemplate a request for space sufficient to accommodate LoadPoint's growth within a two-year period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate LoadPoint's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase LoadPoint's cost or materially delay LoadPoint's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the LoadPoint wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.

- 1.4 **Space Reclamation.** In the event of space exhaust within a Central Office Premise, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. LoadPoint will be responsible for any justification of unutilized space within its space, if the appropriate Commission requires such justification.
- 1.5 **Use of Space.** LoadPoint shall use the Collocation Space for the purposes of installing, maintaining and operating LoadPoint's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 **Rates and Charges.** LoadPoint agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 **Due Dates.** If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Upon request from LoadPoint, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
- 2.1.1 The request from LoadPoint for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the NECA Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premise within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If

BellSouth cannot meet the ten calendar day response time, BellSouth shall notify LoadPoint and inform LoadPoint of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow LoadPoint to collocate LoadPoint's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow LoadPoint to have direct access to LoadPoint's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where LoadPoint's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, LoadPoint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At LoadPoint's expense, LoadPoint may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, LoadPoint and LoadPoint's Certified Supplier must comply with the more stringent local building code requirements. LoadPoint's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with LoadPoint and provide, at LoadPoint's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for LoadPoint to obtain the zoning, permits and/or other licenses. LoadPoint's Certified Supplier shall bill LoadPoint directly for all work performed for LoadPoint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the LoadPoint's Certified Supplier. LoadPoint must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access LoadPoint's locked enclosure prior to notifying LoadPoint. Upon request, BellSouth shall construct the enclosure for LoadPoint.
- 3.2.1 BellSouth may elect to review LoadPoint's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to LoadPoint indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if LoadPoint has indicated their desire to construct their own enclosure. If LoadPoint's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after

the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review LoadPoint's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require LoadPoint to remove or correct within seven (7) calendar days at LoadPoint's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared (Subleased) Caged Collocation. LoadPoint may allow other telecommunications carriers to share LoadPoint's caged collocation arrangement pursuant to terms and conditions agreed to by LoadPoint ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. LoadPoint shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by LoadPoint that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and LoadPoint.
- 3.3.1 LoadPoint, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide LoadPoint with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, LoadPoint shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 LoadPoint shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of LoadPoint's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by LoadPoint and in

conformance with BellSouth's design and construction specifications. Further, LoadPoint shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

- 3.4.1 Should LoadPoint elect such option, LoadPoint must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, LoadPoint and LoadPoint's Certified Supplier must comply with the more stringent local building code requirements. LoadPoint's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. LoadPoint's Certified Supplier shall bill LoadPoint directly for all work performed for LoadPoint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by LoadPoint's Certified Supplier. LoadPoint must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access LoadPoint's locked enclosure prior to notifying LoadPoint.
- 3.4.2 LoadPoint must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review LoadPoint's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth shall require LoadPoint to remove or correct within seven (7) calendar days at LoadPoint's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 LoadPoint shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At LoadPoint's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit LoadPoint to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement

contains co-carrier cross-connect language. At no point in time shall LoadPoint use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.

- 3.5.1 The CCXC shall be provisioned through facilities owned by LoadPoint. Such connections to other carriers may be made using either optical or electrical facilities. LoadPoint may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. LoadPoint may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. LoadPoint is responsible for ensuring the integrity of the signal.
- 3.5.2 LoadPoint shall be responsible for obtaining authorization from the other CLEC(s) involved. LoadPoint must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. LoadPoint-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, LoadPoint may have the option of constructing its own dedicated support structure.

4. Occupancy

- 4.1 BellSouth will notify LoadPoint in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). LoadPoint will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying LoadPoint that the collocation space is ready for occupancy. In the event that LoadPoint fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by LoadPoint and billing will commence on the sixteenth day after BellSouth releases the collocation space. LoadPoint must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, LoadPoint's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, LoadPoint may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate LoadPoint's right to occupy the Collocation Space in the event LoadPoint fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, LoadPoint at its expense shall remove its equipment and other property from the Collocation Space. LoadPoint shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of LoadPoint's Guests, unless LoadPoint's

Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. LoadPoint shall continue payment of monthly fees to BellSouth until such date as LoadPoint, and if applicable LoadPoint's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth.. Should LoadPoint or LoadPoint's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of LoadPoint or LoadPoint's Guest at LoadPoint's expense and with no liability for damage or injury to LoadPoint or LoadPoint's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of LoadPoint's right to occupy Collocation Space, LoadPoint shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by LoadPoint except for ordinary wear and tear, unless otherwise agreed to by the Parties. LoadPoint or LoadPoint's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. LoadPoint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premise must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1;

equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on LoadPoint's failure to comply with this section.

- 5.1.3 LoadPoint shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that LoadPoint submits an application for terminations that exceed the total capacity of the collocated equipment, LoadPoint will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 LoadPoint shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 LoadPoint shall place a plaque or other identification affixed to LoadPoint's equipment necessary to identify LoadPoint's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. LoadPoint may elect to place LoadPoint-owned or LoadPoint-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. LoadPoint will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. LoadPoint will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to LoadPoint's equipment in the Collocation Space. In the event LoadPoint utilizes a non-metallic, riser-type entrance facility, a splice will not be required. LoadPoint must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. LoadPoint is responsible for maintenance of the entrance facilities. At LoadPoint's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premise where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide LoadPoint with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to LoadPoint's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. LoadPoint may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to LoadPoint's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. LoadPoint must arrange with BellSouth for BellSouth to splice the LoadPoint provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If LoadPoint desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between LoadPoint's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a LoadPoint provided Point of Termination Bay (POT Bay) in a common area within the Premises. LoadPoint shall be responsible for providing, and a supplier certified by BellSouth ("LoadPoint's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between LoadPoint's collocation space and the demarcation point. LoadPoint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that LoadPoint desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.6 LoadPoint's Equipment and Facilities. LoadPoint, or if required by this Attachment, LoadPoint's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by LoadPoint which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. LoadPoint and its selected Certified Supplier must follow

and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to LoadPoint at least 48 hours before access to the Collocation Space is required. LoadPoint may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that LoadPoint will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, LoadPoint shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. LoadPoint agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of LoadPoint or LoadPoint's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by LoadPoint and returned to BellSouth Access Management within 15 calendar days of LoadPoint's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. LoadPoint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of LoadPoint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with LoadPoint or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to LoadPoint's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to LoadPoint. LoadPoint must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date LoadPoint desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, LoadPoint may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event LoadPoint desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit LoadPoint to access the Collocation Space accompanied by a security escort at LoadPoint's expense. LoadPoint must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. LoadPoint shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), LoadPoint shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, LoadPoint shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of LoadPoint violates the provisions of this paragraph, BellSouth shall give written notice to LoadPoint, which notice shall direct LoadPoint to cure the violation within forty-eight (48) hours of LoadPoint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if LoadPoint fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to LoadPoint's equipment. BellSouth will endeavor, but is not required, to provide notice to LoadPoint prior to taking such action and shall have no liability to LoadPoint for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and LoadPoint fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to LoadPoint or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, LoadPoint shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is

acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.11 **Personalty and its Removal.** Facilities and equipment placed by LoadPoint in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by LoadPoint at any time. Any damage caused to the Collocation Space by LoadPoint's employees, agents or representatives during the removal of such property shall be promptly repaired by LoadPoint at its expense.
- 5.12 **Alterations.** In no case shall LoadPoint or any person acting on behalf of LoadPoint make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by LoadPoint. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 **Janitorial Service.** LoadPoint shall be responsible for the general upkeep of the Collocation Space. LoadPoint shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
6. **Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to LoadPoint that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 **Initial Application.** For LoadPoint or LoadPoint's Guest(s) initial equipment placement, LoadPoint shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 **Subsequent Application.** In the event LoadPoint or LoadPoint's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, LoadPoint shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by LoadPoint in the Application. Such necessary modifications to the

Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.3.1 Subsequent Application Fee. The application fee paid by LoadPoint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.4 Space Preferences. If LoadPoint has previously requested and received a Space Availability Report for the Premises, LoadPoint may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate the LoadPoint's preference(s), LoadPoint may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.
- 6.5 Space Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify LoadPoint of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by LoadPoint, or differently configured, LoadPoint must resubmit its Application to reflect the actual space available.
- 6.6 Denial of Application. If BellSouth notifies LoadPoint that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying LoadPoint that BellSouth has no available space in the requested Premises, BellSouth will allow LoadPoint, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such

information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit LoadPoint to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 When space becomes available, LoadPoint must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If LoadPoint has originally requested caged collocation space and cageless collocation space becomes available, LoadPoint may refuse such space and notify BellSouth in writing within that time that LoadPoint wants to maintain its place on the waiting list without accepting such space. LoadPoint may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If LoadPoint does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove LoadPoint from the waiting list. Upon request, BellSouth will advise LoadPoint as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response. In Tennessee, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of LoadPoint or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and

BellSouth may charge LoadPoint an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require LoadPoint to submit the Application with an Application Fee.

6.12 Bona Fide Firm Order.

6.12.1 In Tennessee, LoadPoint shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when LoadPoint has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to LoadPoint's Bona Fide Application.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of LoadPoint's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals. In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and LoadPoint installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with LoadPoint or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or

DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.

- 7.2 Joint Planning. Joint planning between BellSouth and LoadPoint will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to LoadPoint during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. LoadPoint will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying LoadPoint that the collocation space is ready for occupancy. In the event that LoadPoint fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by LoadPoint. BellSouth will correct any deviations to LoadPoint's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. LoadPoint shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. LoadPoint and LoadPoint's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, LoadPoint must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide LoadPoint with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing LoadPoint's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and LoadPoint upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill LoadPoint directly for all work performed for LoadPoint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying LoadPoint or any supplier proposed by LoadPoint. All work performed by or for LoadPoint shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. LoadPoint shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service LoadPoint's Collocation Space. Upon request, BellSouth will

provide LoadPoint with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by LoadPoint. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, LoadPoint may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by LoadPoint, such information will be provided to LoadPoint in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to LoadPoint within 180 calendar days of BellSouth's written denial of LoadPoint's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) LoadPoint was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then LoadPoint may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. LoadPoint must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.

7.9 Cancellation. If, at anytime prior to space acceptance, LoadPoint cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.

7.10 Licenses. LoadPoint, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
8. Rates and Charges
- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by LoadPoint's current billing cycle and is non-refundable.
- 8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by LoadPoint.
- 8.2 Space Preparation
- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date LoadPoint executes the written document accepting the collocation space pursuant to Section 4 or on the date LoadPoint first occupies collocation space, whichever is first. If LoadPoint fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing LoadPoint for recurring charges as of the sixteenth day after BellSouth releases the collocation space.
- 8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. LoadPoint shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event LoadPoint opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to LoadPoint as prescribed in this Section 8.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, LoadPoint shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, LoadPoint shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible.

In the event LoadPoint's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, LoadPoint shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.4.1 The recurring charges for floor space begin on the date LoadPoint executes the written document accepting the collocation space pursuant to Section 4 or on the date LoadPoint first occupies collocation space, whichever is first. If LoadPoint fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing LoadPoint for recurring charges as of the sixteenth day after BellSouth releases the collocation space.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for LoadPoint's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at LoadPoint's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to LoadPoint's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date LoadPoint first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by LoadPoint's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by LoadPoint's BellSouth Certified power Supplier. LoadPoint is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to LoadPoint's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by LoadPoint must provide BellSouth a copy of the engineering power specification prior to the day on which LoadPoint's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and LoadPoint's arrangement area. LoadPoint shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within LoadPoint's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. LoadPoint shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, LoadPoint has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of LoadPoint's dedicated power plant results in construction of a new power

plant room, upon termination of LoadPoint's right to occupy collocation space at such site, LoadPoint shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

- 8.5.3 If LoadPoint elects to install its own DC Power Plant, BellSouth shall provide AC power to feed LoadPoint's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by LoadPoint's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. LoadPoint's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At LoadPoint's option, LoadPoint may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to LoadPoint's equipment or space enclosure. LoadPoint shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within LoadPoint's arrangement and terminations of cable within the collocation space.
- 8.5.5 In Tennessee, Nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and LoadPoint's arrangement area.
- 8.6 Security Escort. A security escort will be required whenever LoadPoint or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and LoadPoint shall pay for such half-hour charges in the event LoadPoint fails to show up.
- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). LoadPoint will pay a late payment charge of the lessor

of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

- 9.1 LoadPoint shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 LoadPoint shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of LoadPoint's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 LoadPoint may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to LoadPoint to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by LoadPoint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all LoadPoint's property has been removed from BellSouth's Premises, whichever period is longer. If LoadPoint fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from LoadPoint.
- 9.5 LoadPoint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. LoadPoint shall arrange

for BellSouth to receive thirty (30) business days' advance notice of cancellation from LoadPoint's insurance company. LoadPoint shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 LoadPoint must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If LoadPoint's net worth exceeds five hundred million dollars (\$500,000,000), LoadPoint may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. LoadPoint shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to LoadPoint in the event that self-insurance status is not granted to LoadPoint. If BellSouth approves LoadPoint for self-insurance, LoadPoint shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of LoadPoint's corporate officers. The ability to self-insure shall continue so long as the LoadPoint meets all of the requirements of this Section. If the LoadPoint subsequently no longer satisfies this Section, LoadPoint is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to LoadPoint to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
10. **Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or LoadPoint), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the

other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of LoadPoint's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between LoadPoint's equipment and equipment of BellSouth. BellSouth may conduct an inspection if LoadPoint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide LoadPoint with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, LoadPoint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each LoadPoint employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the LoadPoint employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. LoadPoint shall not be required to perform this investigation if an affiliated company of LoadPoint has performed an investigation of the LoadPoint employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if LoadPoint has performed a pre-employment statewide investigation of criminal history records of the LoadPoint employee for the states/counties where the LoadPoint employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 LoadPoint will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 LoadPoint shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the LoadPoint's name. BellSouth reserves the right to remove from its premises any employee of LoadPoint not possessing identification issued by LoadPoint or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. LoadPoint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. LoadPoint shall be solely responsible for ensuring that any Guest of LoadPoint is in compliance with all subsections of this Section 12.
- 12.4 LoadPoint shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. LoadPoint shall not assign to the BellSouth Premises

any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any LoadPoint personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that LoadPoint chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, LoadPoint may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 LoadPoint shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 LoadPoint shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each LoadPoint employee or agent hired by LoadPoint within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this agreement, LoadPoint shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, LoadPoint will disclose the nature of the convictions to BellSouth at that time. In the alternative, LoadPoint may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
 - 12.5.1 For all other LoadPoint employees requiring access to a BellSouth Premise pursuant to this Attachment, LoadPoint shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, LoadPoint shall promptly remove from BellSouth's Premises any employee of LoadPoint BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of LoadPoint is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview LoadPoint's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided

that BellSouth shall provide reasonable notice to LoadPoint's Security contact of such interview. LoadPoint and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving LoadPoint's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill LoadPoint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that LoadPoint's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill LoadPoint for BellSouth property which is stolen or damaged where an investigation determines the culpability of LoadPoint's employees, agents, or contractors and where LoadPoint agrees, in good faith, with the results of such investigation. LoadPoint shall notify BellSouth in writing immediately in the event that LoadPoint discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. LoadPoint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for LoadPoint's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for LoadPoint's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to LoadPoint, except for improvements not the

property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. LoadPoint may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If LoadPoint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by LoadPoint. Where allowed and where practical, LoadPoint may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, LoadPoint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for LoadPoint's permitted use, until such Collocation Space is fully repaired and restored and LoadPoint's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where LoadPoint has placed an Adjacent Arrangement pursuant to Section 3, LoadPoint shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and LoadPoint shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 LoadPoint understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and LoadPoint agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and LoadPoint shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. LoadPoint should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for LoadPoint to follow when working at a BellSouth Premise (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. LoadPoint will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by LoadPoint when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the LoadPoint space with proper notification. BellSouth reserves the right to stop any LoadPoint work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by LoadPoint are owned by LoadPoint. LoadPoint will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by LoadPoint or

different hazardous materials used by LoadPoint at BellSouth Facility. LoadPoint must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premise, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by LoadPoint to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and LoadPoint will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and LoadPoint will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, LoadPoint must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and LoadPoint shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, LoadPoint agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. LoadPoint further agrees to cooperate with BellSouth to ensure that LoadPoint's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by LoadPoint, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE MONTH CLEC FORECAST

CLEC NAME _____ DATE _____

STATION	Central Office/CLEC	Standard Bays	Non-Standard Bays	MINIMUM BAYS	CLEC Provided BDFB-Amps Load	BSP Provided BDFB-Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # Sheaths & # Fibers	Proposed Application n Date	NOTES

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when LoadPoint is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to LoadPoint Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to LoadPoint a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by LoadPoint and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.
- 1.2.1 The number of racks/bays specified by LoadPoint may contemplate a request for space sufficient to accommodate LoadPoint's growth within a two year period.
- 1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies LoadPoint that BellSouth's agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon LoadPoint's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for LoadPoint. LoadPoint agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for LoadPoint. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for LoadPoint as above, LoadPoint shall

be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with LoadPoint in obtaining such permission.

- 1.4 **Space Reclamation.** In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. LoadPoint will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate Commission.
- 1.5 **Use of Space.** LoadPoint shall use the Remote Collocation Space for the purposes of installing, maintaining and operating LoadPoint's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or as authorized in writing by BellSouth.
- 1.6 **Rates and charges.** LoadPoint agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 **Due Dates.** If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
2. **Space Availability Report**
 - 2.1 **Reporting.** Upon request from LoadPoint, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
 - 2.1.1 The request from LoadPoint for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the NECA Tariff FCC No. 4. If LoadPoint is unable to obtain the CLLI code, from for example a site visit to the remote site, LoadPoint may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, LoadPoint should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. LoadPoint should complete all the requested information and submit the Request with the applicable fee to BellSouth.
 - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This

interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify LoadPoint and inform LoadPoint of the time frame under which it can respond.

3. Collocation Options

3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 Cageless. BellSouth shall allow LoadPoint to collocate LoadPoint's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow LoadPoint to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, LoadPoint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6, following. Subject to space availability and technical feasibility, at LoadPoint's option, LoadPoint may enclose its equipment.

3.3 Shared (Subleased) Collocation. LoadPoint may allow other telecommunications carriers to share LoadPoint's Remote Collocation Space pursuant to terms and conditions agreed to by LoadPoint ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. LoadPoint shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by LoadPoint that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and LoadPoint.

3.3.1 LoadPoint shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide LoadPoint with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, LoadPoint shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and

Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.3.2 LoadPoint shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of LoadPoint's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by LoadPoint and in conformance with BellSouth's design and construction specifications. Further, LoadPoint shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.
- 3.4.1 Should LoadPoint elect such an option, LoadPoint must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, LoadPoint and LoadPoint's BellSouth Certified Contractor must comply with local building code requirements. LoadPoint's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. LoadPoint's BellSouth Certified Contractor shall bill LoadPoint directly for all work performed for LoadPoint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. LoadPoint must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access LoadPoint's locked enclosure prior to notifying LoadPoint.
- 3.4.2 BellSouth maintains the right to review LoadPoint's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require LoadPoint, at

LoadPoint's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

- 3.4.3 LoadPoint shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At LoadPoint's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. LoadPoint's BellSouth Certified Contractor shall be responsible, at LoadPoint's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

- 4.1 BellSouth will notify LoadPoint in writing that the Remote Collocation Space is ready for occupancy. LoadPoint must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, LoadPoint may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.
- 4.2.1 Upon termination of occupancy, LoadPoint at its expense shall remove its equipment and other property from the Remote Collocation Space. LoadPoint shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of LoadPoint's Guests, unless LoadPoint's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that LoadPoint shall continue payment of monthly fees to BellSouth until such date as LoadPoint, and if applicable LoadPoint's Guest, has fully vacated the Remote Collocation Space. Should LoadPoint or LoadPoint's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of LoadPoint or LoadPoint's Guest at LoadPoint's expense and with no liability for damage or injury to LoadPoint or LoadPoint's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, LoadPoint

shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the LoadPoint except for ordinary wear and tear unless otherwise agreed to by the Parties. LoadPoint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on LoadPoint's failure to comply with these requirements.

5.1.2 LoadPoint shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.1.3 LoadPoint shall place a plaque or other identification affixed to LoadPoint's equipment to identify LoadPoint's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All LoadPoint equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 **Entrance Facilities.** LoadPoint may elect to place LoadPoint-owned or LoadPoint-leased entrance facilities into the Remote Collocation Space from LoadPoint's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. LoadPoint will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. LoadPoint must contact BellSouth for

instructions prior to placing the entrance facility cable. LoadPoint is responsible for maintenance of the entrance facilities.

- 5.2.1 Shared Use. LoadPoint may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to LoadPoint's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between LoadPoint's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. LoadPoint or its agent must perform all required maintenance to LoadPoint equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 LoadPoint's Equipment and Facilities. LoadPoint, or if required by this Attachment, LoadPoint's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by LoadPoint.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to Section 12, LoadPoint shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. LoadPoint agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of LoadPoint or LoadPoint's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by LoadPoint and returned to BellSouth Access Management within fifteen (15) calendar days of LoadPoint's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. LoadPoint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of LoadPoint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with LoadPoint or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 LoadPoint must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date LoadPoint desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, LoadPoint may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event LoadPoint desires access to the

Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit LoadPoint to access the Collocation Space accompanied by a security escort at LoadPoint's expense. LoadPoint must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.7 Lost or Stolen Access Keys. LoadPoint shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), LoadPoint shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of LoadPoint violates the provisions of this paragraph, BellSouth shall give written notice to LoadPoint, which notice shall direct LoadPoint to cure the violation within forty-eight (48) hours of LoadPoint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if LoadPoint fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to LoadPoint's equipment. BellSouth will endeavor, but is not required, to provide notice to LoadPoint prior to taking such action and shall have no liability to LoadPoint for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and LoadPoint fails to take curative action within 48 hours then BellSouth will establish before the relevant

Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to LoadPoint or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, LoadPoint shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Presence of Facilities. Facilities and equipment placed by LoadPoint in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by LoadPoint at any time. Any damage caused to the Remote Collocation Space by LoadPoint's employees, agents or representatives shall be promptly repaired by LoadPoint at its expense.

5.10 Alterations. In no case shall LoadPoint or any person acting on behalf of LoadPoint make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by LoadPoint. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.

5.11 Upkeep of Remote Collocation Space. LoadPoint shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. LoadPoint shall be responsible for removing any LoadPoint debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to LoadPoint and BellSouth that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

6.2 Application for Space. LoadPoint shall submit a Remote Site Collocation Application when LoadPoint or LoadPoint's Guest(s), as defined in Section 3, desires to request or modify the use of the Remote Collocation Space.

- 6.3 Initial Application. For LoadPoint or LoadPoint's Guest(s) equipment placement, LoadPoint shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2. An Application Fee will apply.
- 6.4 Subsequent Application In the event LoadPoint or LoadPoint's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, LoadPoint shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by LoadPoint in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.4.1 Subsequent Application Fee. The application fee paid by LoadPoint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit LoadPoint to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify LoadPoint of the amount that is available.
- 6.5.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify LoadPoint of the amount of space that is available and no Application Fee shall apply.

When BellSouth's response includes an amount of space less than that requested by LoadPoint, LoadPoint must resubmit its Application to reflect the actual space available.

- 6.6 Denial of Application. If BellSouth notifies LoadPoint that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying LoadPoint that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow LoadPoint, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit LoadPoint to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 When space becomes available, LoadPoint must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. LoadPoint may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If LoadPoint does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove LoadPoint from the waiting list. Upon request, BellSouth will advise LoadPoint as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that

contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.10 Application Response.

6.10.1 In Tennessee, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.10.2.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.11 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of LoadPoint or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge LoadPoint an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require LoadPoint to submit the Application with an Application Fee.

6.12 **Bona Fide Firm Order.**

6.12.1 In Tennessee, LoadPoint shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when LoadPoint has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to LoadPoint's Bona Fide Application.

6.12.2 BellSouth will permit one accompanied site visit to LoadPoint's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to LoadPoint.

7. **Construction and Provisioning**

7.1 **Construction and Provisioning Intervals.**

7.1.1 In Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event LoadPoint submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event LoadPoint submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event LoadPoint submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with LoadPoint at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, LoadPoint must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide LoadPoint with the estimated completion date in its Response.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. LoadPoint will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying LoadPoint that the collocation space is ready for occupancy. BellSouth will correct any deviations to LoadPoint's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. LoadPoint shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide LoadPoint with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing LoadPoint's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and LoadPoint upon successful completion of installation. The Certified Supplier shall bill LoadPoint directly for all work performed for LoadPoint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying LoadPoint or any supplier proposed by LoadPoint. All work performed by or for LoadPoint shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. LoadPoint shall be responsible for placement, monitoring and removal of alarms used to service LoadPoint's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall

use best efforts to notify the other of any verified hazardous conditions known to that Party.

- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its FCC Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit C of this agreement. LoadPoint may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, LoadPoint may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by LoadPoint, such information will be provided to LoadPoint in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to LoadPoint within 180 calendar days of BellSouth's written denial of LoadPoint's request for physical collocation, and (ii) LoadPoint was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then LoadPoint may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. LoadPoint must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8 Cancellation. If, at anytime prior to space acceptance, LoadPoint cancels its order for the Remote Collocation Space(s), LoadPoint will reimburse BellSouth for the applicable nonrecurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. LoadPoint, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. **Rates and Charges**

- 8.1 **Application Fee.** BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by LoadPoint's current billing cycle and is non-refundable.
- 8.2 **Recurring Charges.** Recurring charges begin on the date that LoadPoint executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date LoadPoint first occupies the Remote Collocation Space, whichever is sooner. If LoadPoint fails to schedule and complete a walk through pursuant to Section 7 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing LoadPoint for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by LoadPoint's current billing cycle.
- 8.3 **Rack/Bay Space.** The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power LoadPoint's equipment. LoadPoint shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 8.4 **Power.** BellSouth shall make available -48 Volt (-48V) DC power for LoadPoint's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at LoadPoint's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for LoadPoint's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by LoadPoint's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. LoadPoint's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At LoadPoint's option, LoadPoint may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 **Security Escort.** A security escort will be required whenever LoadPoint or its approved agent desires access to the Remote Site Location after the one accompanied

site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by LoadPoint's current billing cycle. LoadPoint will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. **Insurance**

- 9.1 Maintain Insurance. LoadPoint shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Coverage. LoadPoint shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of LoadPoint's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 LoadPoint may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to LoadPoint to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by LoadPoint shall be deemed to be primary. All policies purchased by LoadPoint shall be deemed to be primary and not contributing to or in

excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all LoadPoint's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If LoadPoint fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from LoadPoint.

- 9.5 Submit certificates of insurance. LoadPoint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. LoadPoint shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from LoadPoint's insurance company. LoadPoint shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. LoadPoint must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If LoadPoint's net worth exceeds five hundred million dollars (\$500,000,000), LoadPoint may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and Section 9.2.3. LoadPoint shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to LoadPoint in the event that self-insurance status is not granted to LoadPoint. If BellSouth approves LoadPoint for self-insurance, LoadPoint shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of LoadPoint's corporate officers. The ability to self-insure shall continue so long as LoadPoint meets all of the requirements of this Section. If LoadPoint subsequently no longer satisfies this Section, LoadPoint is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.3.
- 9.8 Net worth requirements. The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon

thirty (30) days' notice to LoadPoint to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or LoadPoint), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of LoadPoint's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between LoadPoint's equipment and equipment of BellSouth. BellSouth may conduct an inspection if LoadPoint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide LoadPoint with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 LoadPoint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each LoadPoint employee being considered for work on the BellSouth Premises, for the states/counties where the LoadPoint employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. LoadPoint shall not be required to perform this investigation if an affiliated company of LoadPoint has performed an investigation of the LoadPoint employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if LoadPoint has performed a pre-employment statewide investigation of criminal history records of the LoadPoint employee for the states/counties where the

LoadPoint employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 LoadPoint shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the LoadPoint name. BellSouth reserves the right to remove from its premises any employee of LoadPoint not possessing identification issued by LoadPoint or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. LoadPoint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. LoadPoint shall be solely responsible for ensuring that any Guest of LoadPoint is in compliance with all subsections of this Section 12.
- 12.3 LoadPoint will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 LoadPoint shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. LoadPoint shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any LoadPoint personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that LoadPoint chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, LoadPoint may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 LoadPoint shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 LoadPoint shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each LoadPoint employee requiring access to a BellSouth Premises pursuant to this Attachment, LoadPoint shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the

employee. If the employee's criminal history includes misdemeanor convictions, LoadPoint will disclose the nature of the convictions to BellSouth at that time. In the alternative, LoadPoint may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.6 At BellSouth's request, LoadPoint shall promptly remove from BellSouth's Premises any employee of LoadPoint BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of LoadPoint is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview LoadPoint's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to LoadPoint's Security contact of such interview. LoadPoint and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving LoadPoint's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill LoadPoint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that LoadPoint's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill LoadPoint for BellSouth property which is stolen or damaged where an investigation determines the culpability of LoadPoint's employees, agents, or contractors and where LoadPoint agrees, in good faith, with the results of such investigation. LoadPoint shall notify BellSouth in writing immediately in the event that the LoadPoint discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. LoadPoint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall LoadPoint, its

agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.

- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. **Destruction of Remote Collocation Space**

- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for LoadPoint's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for LoadPoint's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to LoadPoint, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. LoadPoint may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If LoadPoint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by LoadPoint. Where allowed and where practical, LoadPoint may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, LoadPoint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for LoadPoint's permitted use, until such Remote Collocation Space is fully repaired and restored and LoadPoint's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where LoadPoint has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, LoadPoint shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. **Eminent Domain**

- 14.1 **Power of Eminent Domain.** If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and LoadPoint shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. **Nonexclusivity**

- 15.1 **Attachment is not exclusive.** LoadPoint understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and LoadPoint agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and LoadPoint shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. LoadPoint should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for LoadPoint to follow when working at a BellSouth Premise (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. LoadPoint will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by LoadPoint when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the LoadPoint space with proper notification. BellSouth reserves the right to stop any LoadPoint work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by LoadPoint are owned by LoadPoint. LoadPoint will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no

substantial new safety or environmental hazards can be created by LoadPoint or different hazardous materials used by LoadPoint at BellSouth Facility. LoadPoint must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premise, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by LoadPoint to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and LoadPoint will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and LoadPoint will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, LoadPoint must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and LoadPoint shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, LoadPoint agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. LoadPoint further agrees to cooperate with BellSouth to ensure that LoadPoint's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by LoadPoint, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	<ul style="list-style-type: none"> P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE-MONTH CLEC FORECAST

CLEC NAME _____ DATE _____

CITY	FACILITY NAME OR IDENTIFICATION	TYPE OF FACILITY	AS-CONSTRUCTED MEASUREMENTS*	SUBJECT TO REVISIONS	RANGE IN CAPACITY # TELEPHONE CIRCUITS	PROPOSED APPLICATION DATE	NOTES
			*				

* Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 28"; Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7'0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

COLLOCATION - Tennessee										Attachment: 4				Exhibit: C														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st											
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First										Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																												
	Physical Collocation - Application Fee - Initial																											
	Physical Collocation - Application Fee - Subsequent																											
	Physical Collocation - Space Preparation - Firm Order Processing																											
	Physical Collocation - Space Preparation - C.O. Modification per square ft.																											
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless																											
	Physical Collocation - Space Preparation - Common Systems Modification per Cage																											
	Physical Collocation - Cable Installation																											
	Physical Collocation - Floor Space per Sq. Ft.																											
	Physical Collocation - Cable Support Structure																											
	Physical Collocation - Power (Provided from BST BDFB), per Fused Amp																											
	Physical Collocation - Power (Provided from BST Main Power Board), per Fused Amp																											
	Physical Collocation - 120V Single Phase Standby Power Rate																											
	Physical Collocation - 240V Single Phase Standby Power Rate																											
	Physical Collocation - 120V Three Phase Standby Power Rate																											
	Physical Collocation - 277V Three Phase Standby Power Rate																											
	Physical Collocation - 2-Wire Cross-Connects																											
	Physical Collocation - 4-Wire Cross-Connects																											
	Physical Collocation - DS1 Cross-Connects																											
	Physical Collocation - DS3 Cross-Connects																											
	Physical Collocation - 2-Fiber Cross-Connect																											
	Physical Collocation - 4-Fiber Cross-Connect																											
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.																											
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.																											
	Physical Collocation - Security Access System - Security System per Central Office																											
	Physical Collocation - Security Access System - New Access Card Activation, per Card																											
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card																											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card																											
	Physical Collocation - Security Access - Initial Key, per Key																											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key																											
	Physical Collocation - Space Availability Report per premises																											
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect																											
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect																											
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect																											
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect																											

COLLOCATION - Tennessee														Attachment: 4				Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submittal per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						Add'l					
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO	PE1B2	38.79														
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cypas-Connect, per cross-connect		UEANL,UEA,UDN,U DC,UAL,UHL, UCL,UEQ,CLO	PE1B4	52.31														
	Collocation Cable Records - per request		CLO	PE1C1	1,711.00	1,168.00													
	Collocation Cable Records - VGDSD Cable, per cable record		CLO	PE1C2	925.06	925.06													
	Collocation Cable Records - VGDSD Cable, per each 100 pair		CLO	PE1C3	18.05	18.05													
	Collocation Cable Records - DS1, per T1TIE		CLO	PE1C4	8.45	8.45													
	Collocation Cable Records - DS3, per T3TIE		CLO	PE1C5	26.57	26.57													
	Collocation Cable Records - Fiber Cable, per 99 fiber records		CLO	PE1C6	279.42	279.42													
	Physical Collocation - Security Escort - Basic, per Half Hour		CLO,CLORS	PE1B7	33.91	21.49													
	Physical Collocation - Security Escort - Overline, per Half Hour		CLO,CLORS	PE1B8	44.17	27.76													
	Physical Collocation - Security Escort - Premium, per Half Hour		CLO,CLORS	PE1B9	54.42	34.02													
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.		CLO	PE1E5	0.0031														
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.		CLO	PE1D5	0.0045														
	Physical Collocation - Co-Carrier Cross Connects - Cable (Copper or Fiber) Support Structure, per cable		CLO	PE1D7		555.03													
ADJACENT COLLOCATION																			
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1J1	0.069														
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1J2	6.06														
	Adjacent Collocation - 2-Wire Cross-Connects		CLOAC	PE1P2	0.033	33.82	31.92												
	Adjacent Collocation - 4-Wire Cross-Connects		UEA,UHL,UDL, UCL,CLOAC	PE1P4	0.066	33.94	31.95												
	Adjacent Collocation - DS1 Cross-Connects		UCL,CLOAC	PE1P1	1.51	53.27	40.16												
	Adjacent Collocation - DS3 Cross-Connects		CLOAC	PE1P3	19.26	52.37	38.89												
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PE1F2	3.82	52.37	38.89												
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1F4	6.79	65.03	51.55												
	Adjacent Collocation - Application Fee		CLOAC	PE1J3		3,160.00													
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1F5	5.60														
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1F6	11.22														
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1F7	16.82														
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1F8	38.84														
PHYSICAL COLLOCATION IN THE REMOTE SITE																			
	Physical Collocation in the Remote Site - Application Fee *		CLORS	PE1A1	872.95	872.95													
	Cabinet Space in the Remote Site per Bay/Rack *		CLORS	PE1B1	219.37														
	Physical Collocation in the Remote Site - Security Access - Key *		CLORS	PE1B2	26.23	26.23													
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *		CLORS	PE1B3		232.12	232.12												
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested *		CLORS	PE1B4		75.23	75.23												
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO		CLORS	PE1B5	234.15														
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																			
	Remote Site-Adjacent Collocation - AC Power, per breaker amp		CLORS	PE1R1	6.27														
	Remote Site-Adjacent Collocation - Real Estate, per square foot		CLORS	PE1R2	0.134														
* Interim rates which are subject to true-up.																			
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																			

EXHIBIT 5

Requirements from standard agreement

7.3

Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

Notices		Billing Address
<i>To Licensee as follows:</i>		
Contact	Evans Martin	
Title	Project Manager	
Company	LoadPoint, LLC	
Address	3200 West End Ave.	
Address	Suite 100	
City, State, and Zip Code	Nashville, TN 37203	
Telephone	615-221-2200	
Facsimile	615-377-3959	
with a copy to:	Jerry Dunlap	
<i>and to Licensor as follows:</i>		
Contact	Arthur B. Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	